GEORGIA POWER 2015 LARGE SCALE SOLAR OFFERING
GPSC Docket No. 34229

I. Introduction

In the Georgia Public Service Commission's ("Commission") Administrative Session on June 7, 2011, Georgia Power Company ("Georgia Power" or the "Company") and the Commission Staff were asked to present options within 30 days for expanding large-scale solar projects. As a response to the Commission's request, the Company proposed a new solar offering on June 24, 2011 entitled the 2015 Large-Scale Solar Proposal ("LSS"). At the Administrative Session on July 22, 2011, the Commission approved the Company's LSS proposal. The Commission Order in Docket No. 34229 instructs the Company to file the LSS program's procedural details within 30 days following the Commission's approval of the Company's LSS proposal.

Under the LSS proposal, the Company will purchase up to a total of 50 megawatts ("MW") of solar capacity. This purchase will be in addition to the Company's current solar procurement activities and will add to the generation procured through the 2015 RFP. The Company will enter into power purchase agreements ("PPAs") for a term of up to 20 years for individual solar projects in Georgia that are greater than 1 MW but less than or equal to 30 MW in size. If the project size of the last participant to complete the portfolio would create a total portfolio that would exceed 50MW, the Company may propose a modification of the project in question to limit it so that LSS purchases do not exceed 50MW.

These purchases will be for a fixed energy amount at a preset solar price per MW hour ("MWh") throughout the term of the PPA. This pricing was developed utilizing projected long-term avoided energy costs, the Company's projected cost to produce the next increment of energy, plus a credit for capacity for the incremental peaking equivalent capacity value that solar provides. The capacity component of the solar price will be benchmarked to current market pricing obtained in the 2015 RFP. Under this avoided cost/market pricing methodology, customers are assured that the capacity resource procured is consistent with current economics while gaining the benefit of additional fuel diversity. Participants will keep the Renewable Energy Credits produced by their project.

Georgia Power intends for the LSS to be a one-time procurement in order to advance solar development in Georgia until the cost of solar becomes more competitive with traditional generation. In the future, Georgia Power expects that a traditional request for proposals process would be utilized for solar generation procurement. While an LSS participant is not required to be headquartered in Georgia, its solar project must be located within the state.

II. Notice of Intent Procedure

A. NOI Application Submission

The LSS participation process begins with the submission of the Notice of Intent ("NOI") application. The Company proposes two options for the submission of the NOI applications and the establishment of the LSS participation queue.

The first option is that the Commission hires an Independent Monitor ("IM") to create and manage a website for receipt of the NOI applications. The website will be designed to ensure only complete NOI applications are accepted into the queue, and the LSS participation queue is ordered on a first come, first served basis. The IM website will be available for review and will be able to accept project specific information on September 2 in order to allow potential participants the opportunity to familiarize themselves with the website and begin the electronic NOI application process. The IM website would begin to accept NOI applications on the NOI application submission date. An LSS participant could fill out the NOI application, upload the required documents discussed below in Sections B-G and be prepared to send a completed NOI application through the website at the specified date and time as approved by the Commission.

The second option is that the Commission Staff accept the NOI applications and establish the LSS participation queue (the "Staff Option"). Commission Staff will determine the method of NOI application submission (e.g., email, hand delivery or some other method) and will provide this information to potential LSS participants prior to the NOI application submission date. The information required to be submitted in the NOI application is included herein in Attachment A. Once the NOI applications are received by the Commission Staff, the Commission Staff will create the LSS participation queue and submit this to the Company. The remainder of the NOI application and qualification process described below in Sections B-G remains the same under either option.

In addition to the NOI application, there are additional documents that must be submitted in order to complete the application process, as discussed more fully in Section C. If the IM Option is selected, these additional documents must be submitted through the IM website as well as to the Company via overnight delivery, postage prepaid using a recognized courier service. The IM website will not allow LSS participants to submit incomplete NOI applications to the Company and until the application is complete, the LSS participant will not be entered into the queue.

If the Staff Option is selected, the additional documents discussed in Section C below must be submitted to the Company via overnight delivery, postage prepaid using a recognized courier service. The Company will review the LSS participation queue in the order by which is was provided by Commission Staff, and determine if the LSS participant's NOI application is complete. The Company will reject all incomplete applications and thereafter, the Company will initiate the LSS participation process for the next LSS participant in the queue, provided, however, the Company reserves the

right, in its sole discretion to contact an LSS participant to clarify any information submitted in order to determine the completeness of the NOI application. If an applicant is rejected due to submitting an incomplete application, the rejected applicant may re-apply for LSS participation by submitting a complete NOI application and thereafter will take the next place in the queue.

B. The NOI Fee

Regardless of the method approved by the Commission for receipt of the NOI applications, a nonrefundable NOI fee must be included with the NOI application. If the IM Option is selected, the NOI fee is set at $1.00 per kW; therefore, a minimum size (1 MW) project's fee will be $1,000 and a maximum size (30 MW) project's fee will be $30,000. This NOI fee is necessary to offset the cost of the IM as well as the administrative cost to the Company in conducting transmission/distribution system impact screens.

If the Staff Option is selected, the NOI fee is set at 50 cents per kW; therefore, a minimum size (1 MW) project's fee will be $500 and a maximum size (30 MW) project's fee will be $15,000. This NOI fee is necessary to offset the administrative cost to the Company in conducting transmission/distribution system impact screens. The NOI fee will be due in the form of a check payable to Georgia Power Company and must be mailed via overnight delivery, postage prepaid, using a recognized courier service on the same day the NOI application is submitted. The check shall be sent to the Georgia Power LSS contact person:

Georgia Power Company
Attn: Jaime Hockin
Bin 10213
241 Ralph McGill Blvd NE
Atlanta, GA 30308
(404) 506-4750

The Company reserves the right to refund the NOI fee, in its sole discretion, depending upon the particular circumstances and status of a LSS participant.

C. Additional Documentation Needed to Complete the NOI Application

For an NOI application to be considered complete, it must include (1) a completed application form, the information needed for the application is included herein as Attachment A, (2) payment of the NOI fee, (3) an executed Confidentiality Agreement ("CA"), included herein as Attachment B, (4) an executed Variable Interest Entity ("VIE") Certification, included herein as Attachment C, and (5) an executed Capital Lease Certification, included herein as Attachment D. Attachment E, the PV Power Plant Data Requirement worksheet included herein, must be completed within 15 days of the submission of the NOI application. The Company may extend the deadline for

Attachment E at its discretion. At the time the Company is ready to proceed with the LSS participant's project, Georgia Power will sign the CA and send a copy of the executed CA and the standard LSS PPA to the participant. The standard LSS PPA is attached to this filing as Attachment F, and is entitled "Large Scale Solar Power Purchase Agreement."

D. Notification of LSS Qualification

The Company will notify a participant of its qualification for LSS participation once the LSS participation queue is established. At that time, the Company will also notify the participant of the solar price that Georgia Power is offering LSS participants for solar generation, and that price will be subject to the transmission/distribution system impact screen cost or benefit reduction or increase.

The Company will conduct additional transmission/distribution system impact screens, as appropriate, to determine if the location of any project impacts the transmission/ distribution system and has any related costs or benefits to the system. At the completion of the transmission/distribution system impact screen, each LSS participant will be informed of the final solar price.

E. Interconnection by LSS Participants

If a project is to be interconnected to the Company's system to a line of 40 kV capability or higher or if it is 20 MW or higher in capability, it generally requires an interconnection via the transmission system. If a project is to be interconnected to a Company line of lower voltage and capability, generally it is connected via the distribution system. Participants are limited to siting projects at locations where transmission or distribution service is (or will be) available. Participants may desire to obtain additional information on the process for making a transmission system interconnection by visiting the Southern Company's OASIS web site. Transmission interconnections will follow either the Large Generator Interconnection Procedure (for generators greater than 20 MW) or the Small Generator Interconnection Procedure (for generators 20 MW or less).

Each LSS participant will be required to enter into an interconnection agreement with the applicable transmission or distribution provider based on the location of its project. Participants must contact the appropriate provider to obtain all relevant information and interconnection requirements in this regard. Georgia Power shall not be responsible for any costs and expenses (including overheads) incurred in connection with the design, construction, installation and maintenance of the interconnection facilities. The LSS participant is responsible for determining all transmission or distribution-related rules, practices and policies with which it must comply. Information regarding small generator interconnection to Georgia Power's distribution system is found at the Georgia Power website: http://www.georgiapower.com/green/pdf/SOCOInterconnectionStandard-Rev1-20-05.pdf. Information regarding interconnection to the Southern Company transmission system may be found at Southern Companies' OASIS website at https://

www.weboasis.com. Information about Generator Interconnection under Southern Companies Open Access Transmission Tariff (OATT) can be found on the Generator Interconnection page in the General Information section.

F. Participant Execution of the LSS PPA and Interconnection Agreement

After being notified of the system impact cost on its solar price, the LSS participant will have 30 days from the date of such notification to sign the standard LSS PPA and return it to Georgia Power. This 30 day requirement may be adjusted upon written agreement by both the participant and the Company. If the LSS participant does not meet the 30 day deadline, the participant will be dropped from or placed at the end of the NOI queue. LSS Participants are not required to use the full 30 day period and the Company will be willing to execute a standard LSS PPA as soon as the pricing effects of the transmission/distribution system impact screen on the LSS participant's solar price is shared with the participant.

No later than 30 days from the execution of the standard LSS PPA, the LSS participant must initiate the study with the appropriate provider to request interconnection. Each participant shall make all reasonable efforts to enter into the appropriate interconnection agreement with the transmission/distribution provider as soon as possible after the execution date of the LSS PPA. Failure to initiate and pay for the study will result in the participant losing the opportunity to participate in LSS. The LSS participant must promptly provide a copy of, and any amendments to, such interconnection agreement to Georgia Power in accordance with the notice provisions of the standard LSS PPA.

The LSS participant may contact the following individuals to initiate a transmission or distribution interconnection study and subsequent agreement with Georgia Power:

Transmission: Bob Nash, Project Manager
Bin 20033
241 Ralph McGill Boulevard NE
Atlanta, GA 30308-3374
(404) 506-2746
rtnash@southernco.com

Distribution: Sylvester K. Toe, PE, Area Planning
Bin 20039
241 Ralph McGill Blvd NE
Atlanta, GA 30308
(404) 506-3427
sktoe@southernco.com

If a participant interconnects to Georgia Power's distribution system, a condition of interconnection shall be that the participant is a Qualifying Facility ("QF") within the meaning of Section 292.101(b)(1) of the regulations promulgated under the Public Utility

Regulatory Policies Act ("PURPA"), 18 C.F.R. Subpart C, Section 292. Any sales by QFs to Georgia Power pursuant to this LSS option shall be deemed to be in accordance with the obligations of the Company and the Commission pursuant to Section 201 of PURPA, 16 U.S.C. § 824a-3 and the Commission's orders thereunder.

G. Company Execution of LSS PPA

Georgia Power will execute the standard LSS PPA once it has confirmed that the project will not result in VIE or Capital Lease treatment on the Company books. After this verification is completed, Georgia Power will communicate with the LSS participant to discuss delivery of the fully executed LSS PPA to the participant. The Required Commercial Operation Date ("RCOD") for the participant's LSS project is June 1, 2015, but the participant may become commercially operational prior to the RCOD. If the commercial operation date ("COD") of the participant's project is earlier than the RCOD, the energy produced and delivered to Georgia Power prior to the RCOD will be paid the prevailing avoided cost that is offered to QF suppliers for such energy. The Company will enter into a separate QF energy-only agreement for this initial time period prior to RCOD.

Finally, when a participant executes the LSS PPA and delivers it to Georgia Power, the participant must also provide performance security in the form of cash, a letter of credit or a guaranty from a creditworthy guarantor that is acceptable to Georgia Power. Appendices A and B of Attachment F (the LSS PPA) provides the form letter of credit and form of guaranty.

H. Liability Waiver

Each LSS applicant is solely responsible for ensuring the technical, regulatory and financial viability of its project, and Georgia Power has no responsibility to independently assess the viability of any application, nor does it have any liability in the event that a project turns out to not be viable in any respect. A decision by the Company to reject an NOI application will be final and binding and not subject to any appeal. Submission and acceptance of an NOI application does not create any binding obligation between Georgia Power and the LSS applicant.

III. Timeline

This timeline assumes that the participant submits a complete NOI Application on September 12, 2011. Submissions after this date may not be eligible for PPA execution on December 10, 2011.

ACTIVITY	DATE DUE
Commission Approves LSS Proposal	July 22, 2011
Information Packet Filed with Commission	August 22, 2011
Commission Approves LSS Procedures	September 6, 2011
NOI Process Opens – Applications Accepted	No later than September 12, 2011
Overnight Attachments B through D and NOI fee to Georgia Power	Received no later than September 15, 2011
Overnight Attachment E to Georgia Power	Received no later than September 27, 2011
Transmission Impact Studies Completed (No Later Than)	December 9, 2011
PPA Execution	December 10, 2011
Interconnection Agreement Application	30 days after LSS PPA Execution
Required COD for Resource(s)	June 1, 2015

IV. List of Attachments

A NOI Application Required Information
B Standard Confidentiality Agreement
C VIE Certification
D Capital Lease Certification
E PV Power Plant Data Requirement worksheet
F Pro Forma LSS Power Purchase Agreement

V. Summary

In accordance with the Commission's Order in Docket No. 34229, Georgia Power has detailed the process for solar generators to participate in the LSS. This process represents Georgia Power's one time procurement in order to advance solar development in Georgia until the cost of solar becomes more competitive with traditional generation.

Attachment A

Large Scale Solar
Notice of Intent (NOI) Requirements

The Large Scale Solar (LSS) applicant shall provide a Notice of Intent (NOI) that includes all of the information requested and affirmative responses to the following:

1. **Applicant Name (Company)**

2. **Primary Contact:**
   a. **Name**
   b. **Mailing Address**
   c. **Phone Number**
   d. **Email Address**

3. **Company Dunn and Bradstreet identification number[1]**

4. **Location of the Facility including:**
   a. **Physical street address of facility**
   b. **Map including facility location and property size**
   c. **GPS coordinates of facility**

5. **Expected Output (AC) of the Facility (MW)**

6. **Technology Type/Description**

7. **Project Life of the Facility (Years)**

8. **Preferred Contract Term (Years)[2]**

9. **Preferred Pricing (Levelized or Escalating)**

10. **Expected Commercial Operation Date[3]**

[1] If the Applicant does not have a D&B Number, please provide documentation needed to determine your company's financial strength and/or strength of any corporate parents.

[2] Contract term may be adjusted if it is determined that transaction as proposed results in VIE or Capital Lease treatment and adjustment of the term would result in a different determination.

[3] The Required Commercial Operation Date is June 1, 2015.

11. Required Acknowledgements of the following:

_____I acknowledge that if the LSS project has a commercial operation date before June 1, 2015, and accept avoided cost payments through a Qualified Facility Energy-Only contract, as described in Docket No. 4822.

_____I acknowledge that I have reviewed and accept the substantive terms and conditions of the pro forma LSS PPA, and confirm that the only changes needed are to conform the LSS PPA to the LSS project facility specifics.

_____I acknowledge that I must have legal control of my LSS project site and upon request by Georgia Power, I will provide a copy of the property deed, the land lease or other evidence acceptable to Georgia Power indicating I have control of the project site location identified by address, map, and GPS coordinates in Item 4 above.

_____I acknowledge that I am responsible for requesting interconnection and I am solely responsible to pay the cost of interconnection studies and interconnection facilities.

_____I acknowledge that failure to produce documentation that I have requested interconnection and paid any fees associated with such a request within 30 days of contract execution will be an event of default and I will be responsible for damages resulting from that default.

_____I acknowledge that the project business entity that will be the counterparty to the LSS PPA will be registered to do business in the state of Georgia prior to executing the LSS PPA.

_____I acknowledge that I will be required to execute a confidentiality agreement prior to being shown the solar price information applicable to the LSS project.

_____I acknowledge that I must provide all the information requested above or this NOI application will be deemed incomplete and my NOI application will be rejected. I understand that NOI applications will be accepted on a first come, first serve basis.

_____I acknowledge that the Information in Attachment E will be required by Georgia Power in order to execute a PPA and will answer this information within 15 days of the submission of my NOI

application. This 15 day requirement may be adjusted at the discretion of Georgia Power.

Attachment B

CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY AGREEMENT** ("Agreement") is made and entered into this ____ day of _____, 2011 (the "Effective Date"), by and between **GEORGIA POWER COMPANY**, a public utility corporation organized and existing under the laws of the state of Georgia, ("Georgia Power" or "Company"), and _____ ("LSS Participant") a _____, organized and existing under the laws of the state of _____ (each individually a "Party" and collectively the "Parties");

W I T N E S S E T H:

WHEREAS, LSS Participant is contemplating providing solar energy to Georgia Power under the LSS program and has submitted a Notice of Intent to fill some of the solar energy purchase allowance authorized by the Georgia Public Service Commission ("GPSC") in Docket No. 34229;

WHEREAS, LSS Participant desires to obtain Confidential Information of the Company for the purpose of reviewing the projected 2015 solar avoided costs pricing to be offered by Georgia Power;

WHEREAS, as an inducement for the Company to provide its Confidential Information directly to LSS Participant, the Parties desire to enter into this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Company and LSS Participant hereby agree as follows:

1. Definitions. "Confidential Information" shall mean the solar avoided cost pricing information of the Company provided to LSS Participant in connection with this Agreement. Confidential Information shall also include information that is copied or transferred to notes from Confidential Information by persons acting pursuant to this Agreement and all working copies, computer data storage, digests, summaries or abstracts prepared from this material. Confidential Information does not include (i) information that is now in or hereafter enters the public domain through no action on LSS Participant's part in violation of the terms or conditions hereof, (ii) information that LSS Participant can demonstrate was in LSS Participant's possession at the time of disclosure and was not acquired by LSS Participant directly or indirectly from the Company on a confidential

basis; or (iii) information disclosed by the Company to others on an unrestricted, non-confidential basis.

2. Non-disclosure. LSS Participant acknowledges that improper or unauthorized use or disclosure of Confidential Information could cause irreparable harm to the Company. Accordingly, LSS Participant agrees to hold any Confidential Information disclosed to it in confidence, to cause its employees and agents to hold such Confidential Information in confidence, and to use the same standard of care used to protect its own proprietary and confidential information in protecting the Confidential Information. LSS Participant agrees to limit disclosure of Confidential Information to those employees or agents who have agreed to be bound by the obligations herein. LSS Participant agrees that without the prior written consent of the Company or a decision of the GPSC under Rule 515-3-1-.11 finding that the information either can be used without restriction or with specified restrictions, Confidential Information will not be disclosed in whole or in part, to any person or entity in violation of this Agreement.

3. Permitted Use. LSS Participant may use the Confidential Information solely for the purpose of evaluating the possibility of executing the LSS PPA with the Company and not for any other purpose. Except as provided in Paragraph 6 below, LSS Participant agrees that it will not file with the GPSC or any other governmental entity any of the Confidential Information under this Agreement, unless it has first given the Company at least five (5) days written notice that it intends to file such Confidential Information. LSS Participant further agrees that such filing will only be made after the Parties have considered alternative methods for accomplishing the purpose for which the information is being filed and have determined that filing Confidential Information is the only method for achieving such purpose. LSS Participant further agrees that in the event such Confidential Information is filed with the GPSC or any governmental entity, LSS Participant shall make best efforts to obtain protection from disclosure pursuant to the trade secret provisions applicable to such agency to ensure that the Confidential Information is protected from public disclosure.

4. No Representation or Warranties. The Company makes no representation or warranties as to the accuracy or completeness of any of the Confidential Information and shall have no liability whatsoever relating to or resulting from the use of the Confidential Information or any errors or omissions therefrom.

5. Directors, Officers, Employees and Affiliates. The Parties hereby agree that their directors, officers, employees and affiliates will be bound by this Agreement even if they are not permitted access to the Confidential Information, and the Parties agree to be responsible for the actions, uses and disclosures of their respective directors, officers, employees, affiliates, consultants, agents and advisors.

6. Compelled Disclosure. If LSS Participant becomes legally compelled to disclose any of the Confidential Information, LSS Participant will provide the Company with prompt written notice so that such Company may seek a protective order or other

appropriate remedy. If such protective order or other appropriate remedy is not obtained, LSS Participant will furnish only that portion of the Company's Confidential Information that is legally required and LSS Participant will cooperate with the Company's counsel to enable the Company to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information that is subject to disclosure.

7. Governing Law. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by and under the laws of the state of Georgia (without giving effect to principles of conflicts of laws).

8. Severability. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

9. Term. The term of this Agreement shall commence on the date hereof and shall continue until it is terminated by either party upon at least 30 days written notice to the other party. Unless otherwise terminated earlier, this Agreement shall terminate three (3) years from the date of the execution of this agreement provided, however, that with respect to any Confidential Information that constitutes "trade secret" under applicable law, the covenants herein shall apply for the life of the trade secret. Notwithstanding such termination, LSS Participant shall continue to abide by the terms of this Agreement with respect to all Confidential Information for a period of three (3) years from the date of the written termination notice. Within five (5) days of the termination of this Agreement, and at the Company's request, LSS Participant shall return all Confidential Information (including information that is copied or transferred to notes from Confidential Information by persons acting pursuant to this Confidentiality Agreement and all working copies thereof, computer data storage, digests, summaries, or abstracts prepared from this material containing Confidential Information) to the Company or certify that such Confidential Information has been permanently destroyed.

10. Remedies. LSS Participant expressly understands and agrees that in the event of any breach or threatened breach of this Agreement, the Company shall be entitled to all remedies available at law or in equity. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a manner not subject to appeal that LSS Participant or any of LSS Participant's officers, directors, employees, consultants, agents, advisors or personnel have breached this Agreement, LSS Participant shall be liable to pay the Company the legal fees and costs incurred by the Company in relation to such litigation. In addition to, or lieu of, litigation, the Company may disqualify LSS Participant from participation in the LSS program in the event of any breach or threatened breach of this Agreement.

11. Waiver. No waiver of any provision of this Agreement, or of a breach hereof, shall be effective unless it is in writing, signed by the Party waiving the provision, or the breach hereof. No failure or delay of the Company in exercising any right, power

or privilege under this Agreement shall operate as a waiver hereof, nor shall a single or partial waiver of a breach of this Agreement constitute a waiver of a subsequent breach hereof.

12. Counterparts; Fax Signature. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any facsimile transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any facsimile transmission of any signature of a Party shall be deemed an original and shall bind such Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

LSS PARTICIPANT

By: _____

Name: _____

Title: _____

GEORGIA POWER COMPANY

By: _____

Name: _____

Title: _____

Attachment C

CERTIFICATION OF WHETHER PURCHASE TRANSACTION WILL REQUIRE DECONSOLIDATION BY SELLER WITH RESPECT TO VARIABLE INTEREST ENTITY

PROPOSAL _____

The undersigned individual, being the Chief Financial Officer of _____ and **[having responsibilities/based on information I have received from individuals responsible]** for financial accounting matters arising from the potential execution of a Purchased Power Agreement by _____ ("LSS Participant") resulting from the acceptance of this proposal by the Company, hereby certifies that the transaction resulting from this proposal most likely WILL (_____)/WILL NOT (_____) require the LSS Participant, at any time over the proposed PPA term, to deconsolidate on its books and records any assets, liabilities, cash flow, profits or losses of LSS Participant as a result of the Company 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 FASB Interpretation Number 46(R), Consolidation of Variable Interest Entities (FIN46R) and the following factual matters:

LSS Participant'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)

LSS Participant qualifies for one of the scope exceptions listed in paragraph 4 of FIN46R.

_____Yes (please explain)
_____No (please explain)

LSS Participant is financed with equity equal to or greater than ten percent (10%) of the LSS Participant's total assets (paragraph 9 of FIN46R)?

_____Yes
_____No

The LSS PPA revenues correlate with fluctuations in LSS Participant's operating cash flows (operating expenses).

_____Yes
_____No

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

_____Yes
_____No

The LSS PPA term is for greater than fifty percent (50%) of the remaining economic life of the unit.

_____Yes
_____No

The LSS PPA is for substantially all of the proposed LSS Participant's productive output.

_____Yes
_____No

The Company and/or its affiliates participated significantly in the design or redesign of the proposed LSS Participant's generating facility.

_____Yes
_____No

The percentage that the Facility's fair value represents, of the fair value of the proposed LSS Participant's total assets, is approximately

_____%

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

_____Yes
_____No

The LSS Participant understands that the Company will rely upon this certification, that the Company may require further documentation supporting this certification, and that the Company reserves the right to disqualify this LSS proposal if the Company determines that the transaction will result in consolidation by the Company of a Variable Interest Entity.

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:

Attachment D

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

AGREEMENT – Power Purchase Agreement dated _____ ___, 20__, between Georgia Power Company ("Buyer"), and _____ ("LSS Participant") (the "Agreement"). Capitalized terms used herein shall have the meaning assigned in the Agreement.

The undersigned individual, being the Chief Financial Officer of LSS Participant and having responsibilities for financial accounting matters associated with the Agreement, based on my personal consideration after necessary discussions with relevant officers of factual matters hereby certifies the following based on his/her understanding of Accounting Standards Consolidation ("ASC") Topic 840, Leases.

1. The Agreement DOES (_____)/DOES NOT (_____) contain a bargain purchase option as described in paragraph 840-10-25-1(b) of ASC Topic 840.

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

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

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

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

The LSS Participant understands that the Buyer will rely upon this certification, and that the Buyer may require further documentation supporting this certification.

Confirmation

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

By: _____

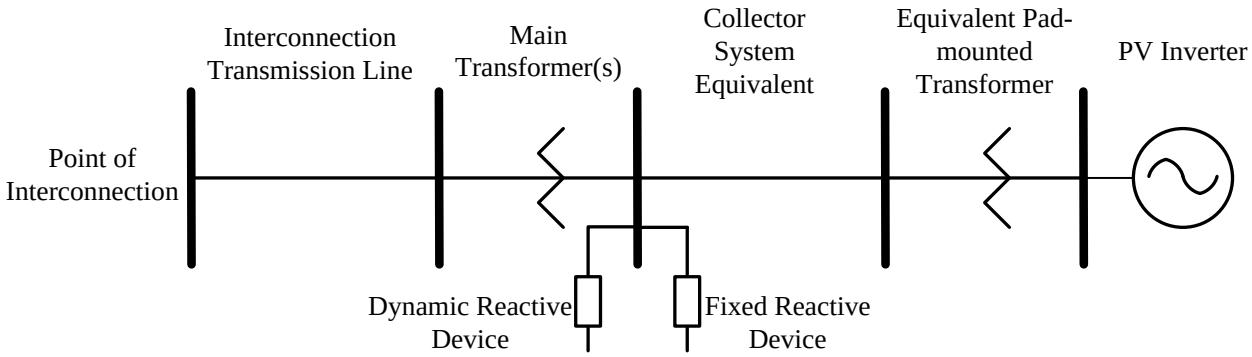
Title: _____

Company: _____

Date: _____

Attachment E
PV POWER PLANT DATA REQUIREMENT

1. **One-Line Diagram.** This should be similar to Figure below.



2. **Interconnection Transmission Line.**
   - Point of Interconnection (substation or transmission line name): _____
   - Line voltage = _____ kV and line length _____ miles

3. **Main Transformer.** (Note: If there are multiple transformers, data for each transformer should be provided)
   - Rating (OA/FA/FA): _____/_____/_____ MVA
   - Nominal Voltage for each winding (High/Low/Tertiary): _____/_____/_____ kV
   - Available taps: _____/_____/_____/_____/_____kV (indicate fixed or with LTC)
   - Positive sequence Z_{HL1}: _____% (on _____MVA base), X/R ratio _____

4. **Collector System Equivalent Model**.
   - Collector system voltage = _____ kV and the PV plant topology

5. **Inverter Step-Up Transformer.** Note: These are typically two-winding air-cooled

transformers. If the proposed project contains different types or sizes of step-up transformers, please provide data for each type.

- Rating: _____ MVA
- Nominal voltage for each winding (High/Low): _____/_____kV
- Positive sequence Z_{HL1}: _____% (on _____MVA base), X/R ratio _____

6. Inverter and PV Module Data.

- Number of Inverters: _____
- Nameplate Rating (each Inverter): _____/_____ kW/kVA
- Describe reactive capability as a function of voltage: _____
- Inverter Manufacturer and Model #: _____
- PV Module Manufacturer and Model #: _____
- [Note: This section would also request completed PSS/E data sheets for the generic PV library model(s).]

7. Plant Reactive Power Compensation. Provide the following information for plant-level reactive compensation, if applicable:

- Individual fixed shunt reactive device type_____ and size of each: _____×_____ MVA
- Dynamic reactive control device, (SVC, STATCOM): _____
    - Control range at rated MW output _____ Mvar (lead and lag)
    - Control mode (e.g., voltage, power factor, reactive power): _____
    - Regulation point _____
    - Describe the overall reactive power control strategy: _____

[Note: This section would also request completed PSS/E data sheets for the dynamic reactive device library model(s).]

Attachment F

Pro Forma LSS PPA

LARGE SCALE SOLAR POWER PURCHASE AGREEMENT

Between

[SELLER]

and

GEORGIA POWER COMPANY

Dated as of _____, 2011

Table of Contents

Page

ARTICLE 1: DEFINITIONS AND INTERPRETATIONS 1

1.1 Definitions 1
1.2 Interpretation 8
1.3 Construction 9

ARTICLE 2: FACILITY DESIGN AND CONSTRUCTION 9

2.1 Project 9
2.2 Permits 9
2.3 Inspections 9
2.4 Design and Construction of the Facility 9
2.5 Failure to Achieve Required Commercial Operation Date 10

ARTICLE 3: TERM AND TERMINATION 10

3.1 Term 10
3.2 Survival of Rights 10
3.3 Mutual Conditions 10

ARTICLE 4: OPERATION AND MAINTENANCE OF THE FACILITY 11

4.1 General Standards 11
4.2 Access to the Facility 12
4.3 Availability of Records 12
4.4 Scheduled Maintenance 13

ARTICLE 5: PERFORMANCE SECURITY 13

5.1 Performance Security 13
5.2 Seller Levelized Payment Security 13

ARTICLE 6: INTERCONNECTION AND METERING 14

6.1 Interconnection 14
6.2 Metering 14

ARTICLE 7: PURCHASE AND SALE OF ENERGY 15

7.1 Energy 15
7.2 Testing and Test Energy 15
7.3 Levelized Payments 16
7.4 Characteristics of the Energy; Risk of Loss 16
7.5 Excess Solar Energy 16

Table of Contents
(continued)

Page

7.6 Expansion of the Facility 17

ARTICLE 8: ENERGY PAYMENTS 17

8.1 Monthly Energy Payments 17

ARTICLE 9: PAYMENT PROCEDURE 18

9.1 Billing and Payment 18
9.2 Billing Disputes and Final Accounting 18

ARTICLE 10: REPRESENTATIONS, WARRANTIES AND COVENANTS 19

10.1 Seller Representations, Warranties and Covenants 19
10.2 Georgia Power Representations, Warranties and Covenants 20
10.3 Survival of Representations, Warranties and Covenants 21

ARTICLE 11: EVENTS OF DEFAULT; REMEDIES 21

11.1 Default by Seller 21
11.2 Default by Georgia Power 23
11.3 Remedies for Events of Default 24
11.4 Limitation of Remedies, Liability and Damages 24
11.5 Disclaimer of Warranties 24
11.6 Duty to Mitigate 25

ARTICLE 12: COMPLIANCE WITH LAWS 25

12.1 Compliance 25
12.2 Approvals 25
12.3 Change of Law 25

ARTICLE 13: INDEMNIFICATION 25

13.1 Scope of Indemnity 25
13.2 Notice of Proceedings 25

ARTICLE 14: INSURANCE 26

14.1 Insurance Required of Seller 26
14.2 General Liability Insurance 26
14.3 Payment of Premiums 26
14.4 No Waiver of Liability 26

Table of Contents
(continued)

Page

ARTICLE 15: FORCE MAJEURE 27

15.1 Definition of Force Majeure Event 27
15.2 No Breach or Liability 27
15.3 Mitigation 27
15.4 Energy Payments 27
15.5 Suspension of Performance 28
15.6 Extended Force Majeure Event 28

ARTICLE 16: DISPUTE RESOLUTION 29

16.1 Dispute Resolution Generally 29
16.2 Initiation of Dispute Resolution 29
16.3 Initiation of Arbitration; Selection of Arbitrators 29
16.4 Discovery, Hearing 30
16.5 Arbitrator Decisions 30
16.6 Location of Arbitration 31
16.7 Injunctive Relief 31
16.8 Continued Performance 31

ARTICLE 17: MISCELLANEOUS 31

17.1 Assignment, Transfers and Changes of Control 31
17.2 No Partnership 32
17.3 Successors and Assigns 32
17.4 No Third Party Benefit 32
17.5 No Georgia Power Affiliate Liability 32
17.6 Time of Essence; No Waiver 33
17.7 Amendments 33
17.8 Notice 33
17.9 Counterparts 33
17.10 Cross-References 33
17.11 Article and Section Headings 34
17.12 Governing Law: Forum for Disputes 34
17.13 Confidentiality 34
17.14 Liability 34
17.15 Georgia Power's Agent 34
17.16 Entire Agreement 34

Table of Contents
(continued)

Page

17.17 Severability 35

APPENDIX A MONTHLY ENERGY PAYMENT CALCULATION 1

APPENDIX B FORM OF LETTER OF CREDIT 1

APPENDIX C FORM OF GUARANTY 1

APPENDIX D INSURANCE REQUIREMENTS 1

APPENDIX E VIE CERTIFICATION 1

APPENDIX F FACILITY SITE 1

APPENDIX G ACCOUNT BALANCE 1

AGREEMENT FOR THE PURCHASE OF SOLAR ENERGY FROM A RENEWABLE RESOURCE

This Agreement for the Purchase of Solar Energy from a Renewable Resource ("Agreement") is entered into this _____ day of _____, 2011 ("Effective Date"), by and between _____, _____ ("Seller"), and **GEORGIA POWER COMPANY**, a corporation organized and existing under the laws of the state of Georgia ("Georgia Power"). Seller and Georgia Power may be hereinafter referred to individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, Seller desires to sell, and Georgia Power desires to purchase, Solar Energy to be generated by the Facility and made available for sale to Georgia Power consistent with the Georgia Public Service Commission's ("GPSC") Order in Docket No. 34299; and

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

NOW, **THEREFORE**, in consideration of the promises and of the mutual covenants herein set forth, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Georgia Power and Seller, each intending to be legally bound, hereby agree as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATIONS

1.1 Definitions. All capitalized terms used herein and not otherwise defined, whether singular or plural, shall have the respective meanings set forth below and incorporated herein.

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

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

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

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

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

"**Annual Period**" - means any one of a succession of consecutive twelve-month periods, the first of which shall begin on the Commercial Operation Date.

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

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

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

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

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

"**Claim**" or "**Claims**" - has the meaning set forth in Section 16.1.

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

"**Commercial Operation Date**" - 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" - means any approval, consent, authorization or other applicable requirement with respect to the Facility from any jurisdictional Governmental Authority, including all applicable environmental certificates, licenses, permits and approvals.

"Contract Energy Price" – means the amount shown in $/MWh in Table A of Appendix A.

"Creditworthy" – means a Person has an investment grade rating such that its senior unsecured debt (or issuer rating if such Person has no senior unsecured debt rating) is rated at least (i) BBB- by Standard & Poor's Rating Group ("S&P"), if rated by S&P, (ii) Baa3 by Moody's Investors Service, Inc., ("Moody's"), if rated by Moody's, and (iii) BBB- by Fitch Ratings ("Fitch"), if rated by Fitch, or a comparable rating from any entity succeeding to the functions and business of any of such rating agencies, respectively. While a Person is not required to have a senior unsecured debt rating (or issuer rating if such Person has no senior unsecured debt rating) from each of S&P, Moody's and Fitch, a Person shall no longer be "Creditworthy" if such Person ceases to have a senior unsecured debt rating (or issuer rating if such Person has no senior unsecured debt rating) from at least one of S&P, Moody's and Fitch, or from any entity succeeding to the functions and business of any of such rating agencies, respectively.

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

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

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

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

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

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

"**Eligible Collateral**" – means a Letter of Credit, cash deposited into a Security Account, or a Seller Guaranty; provided, however, that at least fifty percent (50%) of any Eligible Collateral required under any provision of this Agreement must be in the form of either a Letter of Credit or cash whenever a Seller Guarantor supplying a Seller Guaranty under this Agreement has an investment grade rating such that its senior unsecured debt (or issuer rating if such person has no senior unsecured debt rating) is not rated at least BBB by Standard & Poor's Rating Group or at least Baa2 by Moody's Investors Service, Inc., or at least BBB by Fitch Ratings.

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

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

"Environmental Attributes" – means any and all renewable energy credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, directly attributable to the generation from the Facility. Environmental Attributes do not include production, energy or investment tax credits.

"Excess Solar Energy" – means Solar Energy generated in excess of one hundred and five percent (105%) of the Energy Contract Amount as set forth in Section 7.5.1.

"**Extended Force Majeure Event**" - has the meaning set forth in Section 15.6.

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

"**Facility**" - means all land, rights of way, Units and related equipment and facilities of the electric generating plant described in Appendix F to be or being constructed by Seller on the site in connection with such Units. The Facility shall include the Units 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 Units. All equipment and facilities installed on Seller's side of the Point of Delivery of the grid shall be considered a part of the Facility except for those that constitute Interconnection Facilities, as that term is defined in the Interconnection Agreement.

"FASB" - means the Financial Accounting Standards Board.

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

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

"GAAP" - means generally accepted accounting principles.

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

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

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

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

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

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

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

"**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.

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

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

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

"Letter of Credit" - means a standby letter of credit, substantially in the form set forth in Appendix B and that (i) 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 Standard & Poor's Rating Group or A3 or higher as rated by Moody's Investors Service, Inc., or a comparable rating by an entity succeeding to the functions and business of such rating agencies; and (ii) permits presentation at a bank located in Atlanta, Georgia.

"Maximum Energy Contract Amount" – means one hundred and five percent (105%) of the Energy Contract Amount.

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

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

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

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

"**Monthly Metering Payment**" - means the Monthly amount to be paid by Seller to Georgia Power for costs and expenses incurred by Georgia Power in connection with the operation, maintenance and reading of the meters and other such facilities, equipment and devices.

"**MW**" - means megawatts.

"**MWh**" - means megawatt-hours.

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

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

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

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

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

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

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

"**Party-Appointed Arbitrators**" - has the meaning set forth in Section 16.3.1.

"Performance Security" has the meaning assigned in Section 5.1.

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

"**Point of Delivery**" - means the point where Seller shall deliver Solar Energy from the Facility to Georgia Power pursuant to this Agreement as determined by Georgia Power, which shall be the physical point at which the Facility is interconnected to the Georgia Power Electric System in accordance with the Interconnection Agreement.

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

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

"**Prudent Industry Practices**" - means any of the practices, methods, standards and acts engaged in or approved by a significant portion of the independent power industry in the United States that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, could have been expected to accomplish the desired result consistent with good business practices, reliability, economy, safety and expedition. Prudent Industry Practices are not intended to be limited to the

optimum practices, methods or acts to the exclusion of all others, but rather to be acceptable practices, methods and acts generally accepted in the United States having due regard for, among other things, manufacturers' warranties and applicable Legal Requirements.

"Qualifying Facility" - shall have 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 CO_2 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 June 1, 2015.

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

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

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

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

"**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 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.

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

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

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

"**Southern Companies 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 the Southern Companies, or to which the Southern Companies have the right to use, for the purposes of generating, transmitting and receiving electric energy.

"**Southern Control Area**" – means that electric system of the Southern Companies that has been recognized by NERC and SERC as a control area.

"Term" – has the meaning set forth in Section 3.1.

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

"Units" - means the physical units located at the Facility site identified by Seller as the electric generating facilities to supply Solar Energy pursuant to this Agreement.

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

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

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

ARTICLE 2: FACILITY DESIGN AND CONSTRUCTION

2.1 Project. The Project consists of the design, development and installation of solar powered electric generation facilities (each a "Facility" and collectively the "Facilities")

[consisting of approximately _____ solar panels located in _____ with a total capability of producing approximately _____ MW_{AC} of electric power.

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

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

2.2.2 Georgia Power will use all commercially reasonable efforts to obtain, at its sole expense, any and all Consents that Georgia Power is required to obtain for the purchase of Solar Energy from Seller pursuant to this Agreement. Without limiting the foregoing, Georgia Power will file a copy of this Agreement with the GPSC no later than ten (10) Business Days after execution of this Agreement in accordance with Docket No. 34229.

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

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

2.4 Design and Construction of the Facility. The Project shall be completed in accordance with Prudent Industry Practices and all applicable Legal Requirements. Seller shall use all diligent efforts to achieve Commercial Operation of the Facility on or before the Required Commercial Operation Date and to otherwise carry out its obligations under this Agreement. The Project shall be deemed to have achieved "Commercial Operation" upon fulfillment of all of the following criteria: (i) Seller shall demonstrate that the Facility is capable of producing electric energy and delivering such electric energy to the Point of Delivery on a reliable basis in accordance with Prudent Industry Practices; (ii) the Facility is in compliance with the Interconnection Agreement; (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 (v) Seller shall have delivered to Georgia Power a certificate from a responsible officer of Seller certifying that Seller has obtained all Consents required under Legal Requirements to be obtained

by Seller for the construction, ownership, operation and maintenance of the Facility in accordance with this Agreement.

2.5 Failure to Achieve Required Commercial Operation Date. In the event Seller fails to achieve Commercial Operation by the Required Commercial Operation Date, Seller shall forfeit the Monthly Energy Payment and pay to Georgia Power liquidated damages prorated daily as follows until the earlier of the Commercial Operation Date or the termination date of this Agreement:

Month	$/MWh
1-6	43

Georgia Power may draw upon the Performance Security to recover such liquidated damages. Seller will be required to periodically replenish such Performance Security in accordance with Section 5.1 Seller shall pay liquidated damages to Georgia Power until the earlier of (i) the date the Facility achieves Commercial Operation, (ii) the date that the Seller notifies Georgia Power that the Facility will not achieve Commercial Operation, or (iii) six months after the Commercial Operation Date but no later than the Required Commercial Operation Date. Events (ii) and (iii) shall be considered Events of Default.

ARTICLE 3: TERM AND TERMINATION

3.1 Term. This Agreement shall become effective on the Effective Date and shall remain in full force and effect for a term of **[_____(__)]** Annual Periods from June 1, 2015 ("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 then owed and not paid under this Agreement; and (ii) any other obligations that the Agreement specifically indicates shall survive termination or expiration.

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

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

3.3.2 If required by Legal Requirements, the GPSC shall have approved this Agreement without modification or conditions, or if subject to modifications or conditions, only such modifications or conditions that are acceptable to Georgia Power. In the event the GPSC fails to approve this Agreement within one hundred eighty (180) Days following the date on which Georgia Power files this Agreement with the GPSC ("GPSC Approval Target Date"), Georgia Power shall have the unilateral right to terminate this Agreement upon written notice to Seller, provided that such notice is delivered to Seller no later than thirty (30) Days after the GPSC Approval Target Date. In the event Georgia Power fails to exercise the aforementioned

termination right within such thirty (30) Day period, Georgia Power shall be deemed to have waived such termination right. Notwithstanding the foregoing, in the event the GPSC approves this Agreement subject to modifications or conditions, Georgia Power shall have a unilateral right to terminate this Agreement if such modifications or conditions are not acceptable to Georgia Power. Within fifteen (15) Days of the GPSC's approval of this Agreement, Georgia Power shall provide Seller with written notice of whether the GPSC's approval is subject to modifications or conditions and, if so, whether the modifications or conditions are acceptable to Georgia Power. In the event Georgia Power fails to provide such notice within such fifteen (15) Day period, the GPSC's approval shall be deemed to be acceptable to Georgia Power. Upon termination of this Agreement pursuant to this Section 3.3.2, neither Party shall have any obligation to the other Party hereunder.

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 the earlier of one hundred and eighty (180) Days prior to the Commercial Operation Date or the first instance of parallel operation. Such Operating Procedures shall address: (i) deliveries of energy during start-up and testing of the Facility; (ii) the method of day-to-day communications; (iii) clearance and switching practices; (iv) daily energy reports; (v) Facility operations log; (vi) reactive power output; (vii) technical limitations of Facility operation (such as minimum run times, and other limits); (viii) coordination of maintenance scheduling; (ix) designation of Confidential Information; and (x) such other matters as the Operating Representatives shall agree are appropriate. The Operating Representatives shall be responsible for modifying the Operating Procedures in writing to reflect mutually agreed upon changes. In the event of inconsistency or conflict between the Operating Procedures and specific terms of this Agreement, the specific terms of this Agreement shall take precedence.

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

4.2 Access to the Facility.

4.2.1 Upon reasonable notice, representatives of Georgia Power shall have access to the Facility and to property owned or controlled by Seller in order to: (i) inspect,

maintain, and test meters and other Georgia Power equipment; (ii) interrupt, monitor, or measure energy generated by the Facility; (iii) inspect the Facility; and (iv) take such other action as may be reasonably necessary to exercise Georgia Power's rights under this Agreement.

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

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

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

4.3.2 Seller shall maintain an accurate and up-to-date operating log at the Facility 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 17.13.

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

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

ARTICLE 5: PERFORMANCE SECURITY

5.1 Performance Security. Simultaneous with the execution of this Agreement, Seller shall deliver to Georgia Power Eligible Collateral from which Georgia Power may draw amounts to cover any damages to which Georgia Power is entitled as a result of any Event of Default, or to

cover any liquidated damages owed under Section 2.5 or other payments due, by Seller at any point during the Term ("Performance Security"). The amount of Performance Security that Seller is required to maintain over the term of the Agreement shall be as follows:

Applicable Dates	Annual Periods	Performance Security ($/MWh) 10 Year Term	Performance Security ($/MWh) 15 Year Term	Performance Security ($/MWh) 20 Year Term
From PPA execution through the earlier of COD or RCOD		27	43	43
From the earlier of COD or RCOD through the Remainder of Term	Annual Period 1-5:	27	43	54
	Annual Period 6-10:	32	57	79
	Annual Period 11-15:	N/A	49	75
	Annual Period 16-20	N/A	N/A	56

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.

5.2 Seller Levelized Payment Security.

5.2.1 In the event Seller elects to receive levelized payments pursuant to Section 7.3, Seller's obligation to pay the Account Balance to Georgia Power shall be secured by the Front Load Security Letter of Credit in an amount equal to the Account Balance from time to time, as set forth in Appendix G; provided, however, in no event shall the Front Load Security Letter of Credit exceed _____ ($_____). Seller shall deliver such Front Load Security Letter of Credit to Georgia Power on the Effective Date of this Agreement in an amount equal to the Account Balance set forth in Appendix G. The Front Load Security Letter of Credit shall be maintained throughout the Term in the amount set forth in Appendix G 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 In the event Seller fails to deliver such Front Load Security Letter of Credit to Georgia Power on the Effective Date of this Agreement, Seller shall be deemed to have forfeited its right to receive levelized payments.

5.2.3 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 with five (5) Days of termination of this Agreement.

5.2.4 This Section 5.2 shall survive the termination of this Agreement 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 shall be modified to ensure standard metering provisions are agreed upon between the Parties.]

6.1 Interconnection.

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

6.1.2 Seller shall (1) request interconnection and enter into an Interconnection Study Agreement with the appropriate transmission/distribution provider within thirty (30) Days of the execution date of this Agreement and (2) enter into an Interconnection Agreement with the appropriate transmission/distribution provider within one year from the execution date of this 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 17.8. Georgia Power shall not be responsible under this Agreement for any costs and expenses (including overheads) incurred in connection with the design, construction, installation and maintenance of the Interconnection Facilities. Seller is responsible for determining all transmission and/or distribution-related rules, practices and policies with which it must comply.

6.2 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. 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. Georgia Power, may, at its own cost, install additional meters or other such facilities, equipment or devices on Georgia Power's side of the Point of Delivery as Georgia Power deems necessary or appropriate to monitor the measurements of the Metering System; provided, however, that in all cases Seller will be entitled to base its invoiced amounts solely by reference to its own Metering System.

6.2.2 Seller shall inspect and test all meters at such times as will conform to Prudent Industry Practices, but not less often than every two (2) years. Seller shall be responsible for all costs and expenses incurred 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 of this Agreement, Seller agrees to sell and deliver to the Point of Delivery, and Georgia Power agrees to purchase and receive at the Point of Delivery, ____ megawatt-hours (____MWh) of Solar Energy from the Facility to Georgia Power (the "Energy Contract Amount"). For the avoidance of doubt, Georgia Power shall have no obligation to purchase RECs or any other Environmental Attributes associated with the Solar Energy. The Parties acknowledge that RECs or any other Environmental Attributes associated with the Solar Energy shall remain the sole and exclusive property of Seller, which Seller may make use of at Seller's discretion.

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

7.3 Levelized Payments. The Parties acknowledge and agree that Seller may elect to receive levelized payments in accordance with the applicable GPSC Order in Docket No. 34229. The Parties recognize and agree that such levelized payments would be in the nature of "early payment" for a future benefit to Georgia Power when such payments exceed the value of energy payments calculated on an escalated basis. In the event Seller elects to receive levelized

payments, 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 Account Balance of 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 Characteristics of the Energy; Risk of Loss. The Solar Energy delivered by Seller to the Point of Delivery shall meet the specifications required by Georgia Power. The risk of loss of Solar Energy shall pass from Seller to Georgia Power at the Point of Delivery.

7.5 Excess Solar Energy.

7.5.1 In the event Seller expects it will generate Solar Energy in excess of one hundred five percent (105%) of the Energy Contract Amount from the Facility ("Excess Solar Energy"), Georgia Power shall have the right, but not the obligation to purchase some or all of the Excess Solar Energy subject to payment in accordance with the Monthly Energy Payment calculation set forth in Appendix A and as further described in Sections 7.5.1.1, 7.5.1.2, and 7.5.1.3.

7.5.1.1 Seller shall notify Georgia Power immediately, but no later than fifteen (15) Business Days prior to the Day during which it anticipates it would deliver Excess Solar Energy. In the event that Georgia Power decides to exercise its right to purchase some or all of the Excess Solar Energy, Georgia Power shall notify Seller in writing, within ten (10) Business Days of receiving Seller's notice, of the additional amount that Georgia Power would like to purchase for either: (i) the remainder of the current Annual Period, or (ii) an upcoming Annual Period or Annual Periods. Seller shall then have five (5) Business Days in which it may agree to supply Georgia Power with the Excess Solar Energy. The Energy Payment Adjustment shown in Table B of Appendix A shall be deemed 100% for purposes of such Excess Solar Energy delivered pursuant to this Section 7.5.1.1.

7.5.1.2 If, upon notice by Seller that it expects to generate Excess Solar Energy, Georgia Power decides not to exercise its right to purchase some or all of the Excess Solar Energy, Seller may deliver any additional energy generated from the Facility for the remainder of the Term and Georgia Power shall pay for such excess energy at the lower of the prevailing Avoided Energy Rate or the Contract Energy Price, pursuant to the provisions of Appendix A.

7.5.1.3 In the event Seller fails to notice Georgia Power that it expects to generate Excess Solar Energy, and Seller delivers Excess Solar Energy, Georgia Power shall pay for the Excess Solar Energy generated from the Facility and delivered to Georgia Power for the remainder of the Term at the lower of the

prevailing Avoided Energy Rate or the Contract Energy Price, pursuant to the provisions of Appendix A.

7.5.2 In the event Seller opts to sell its additional Solar Energy generated in excess of the Energy Contract Amount to a third party, Seller is responsible for making any necessary delivery arrangements with the transmission/distribution provider and shall be solely responsible for all the transmission/distribution costs associated therewith.

7.6 Expansion of the Facility. Seller, or any Affiliates thereof, shall not enter into any contract for the sale of Solar Energy from any addition to or expansion of the Facility, until and unless (i) Seller shall have first offered in writing (in the form of a proposal contract) to enter into a contract with Georgia Power on business terms substantially the same as those specified in any proposal or letter of intent between Seller and any other party with respect thereto, and (ii) Georgia Power does not accept such offer within ninety (90) Days of the date presented to Georgia Power in writing (or such shorter period of time as is appropriate to the term and type of sale contemplated by Seller) and including a notice to Seller that Georgia Power is ready and willing to enter into a contract reflecting such business terms within one hundred and twenty (120) Days thereafter (or such shorter period of time as is appropriate to the term and type of sale contemplated by Seller).

ARTICLE 8: ENERGY PAYMENTS

8.1 Monthly Energy Payments.

8.1.1 Georgia Power shall pay Seller a Monthly Energy Payment in accordance with Appendix A for Solar Energy delivered to the Point of Delivery by Seller during each Month of each Annual Period. After the first Annual Period, if a true-up of the Energy Payment Adjustment pursuant to the provisions of Appendix A results in an overpayment to Seller during the previous Annual Period, then, following notice by Georgia Power of such overpayment, and unless the Parties agree otherwise, Seller shall remit the overpayment amount in full from the next succeeding Monthly Energy Payment(s) until such overpayment is paid 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 17.13.

8.1.3 Georgia Power's obligation to pay the Monthly Energy Payment shall commence on June 1, 2015.

ARTICLE 9: PAYMENT PROCEDURE

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

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; provided, however, the meter for a small Facility will be read on the normal meter reading schedule and meter readings will be provided Monthly pursuant to that schedule.

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 Within ten (10) Business Days of providing the Monthly meter readings to Seller, Georgia Power shall provide Seller with an invoice stating the Monthly Metering Payment, if any.

9.1.4 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.

9.1.5 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 Monthly 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: (a) states the good faith basis for the dispute, (b) specifies the portion of the invoiced amount in dispute, if any, and (c) 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 Monthly at the Interest Rate.

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

ARTICLE 10: REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

10.1.3 The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement, do not and shall not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Legal Requirements, or any partnership agreement, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing.

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

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

10.1.6 Seller covenants to Georgia Power that it shall at all times during the Term, pay all charges, taxes, assessments and fees that may be assessed upon or against the Facility or upon or against Seller or Georgia Power by reason of the sale or purchase of electric energy or other Environmental Attributes associated with such electric energy under this Agreement.

10.1.7 From the date of the execution of this Agreement through the end of the Term, Seller covenants that from its perspective and due to any of Seller's actions, Georgia Power will not be required by any Legal Requirement or any accounting standard, including but not limited to those implemented or administered by the Financial Accounting Standards Board, to consolidate Seller or any of its Affiliates or permitted assigns as a VIE in Georgia Power's or any of its Affiliates' financial statements. Seller covenants to promptly notify Georgia Power following any determination made by Seller or its independent auditor that Seller constitutes a VIE as a result of this Agreement considered individually or together with any other power purchase agreements between Seller and Georgia Power. At the time of execution of this Agreement and thereafter prior to each anniversary of the Commercial Operation Date during the Term, Seller shall provide Georgia Power a VIE certification form in the form of Appendix E signed by the chief financial officer of Seller.

10.1.8 If the Facility is interconnected to Georgia Power's distribution system, the Facility is, and shall remain at all times during the Term, a Qualifying Facility. The Seller represents that any sales to Georgia Power pursuant to this Agreement shall be deemed to be in accordance with the obligations of Georgia Power and the GPSC pursuant to Section 210 of PURPA, 16 U.S.C. § 824a-3 and the GPSC's orders thereunder.

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

10.2.1 Georgia Power is a corporation, duly organized and validly existing under the laws of the state of Georgia and has the legal power and authority to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

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

10.2.3 The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement, do not and shall not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Legal Requirements, or any partnership agreement, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which Georgia Power is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing.

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

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

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

ARTICLE 11: EVENTS OF DEFAULT; REMEDIES

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

11.1.1 Seller sells electric energy from the Facility to a third party during any Annual Period before it has delivered the full Energy Contract Amount to Georgia Power.

11.1.2 Seller fails to comply or cause compliance with the Seller Performance Security requirements of Article 5.

11.1.3 Except when attributable to a Force Majeure Event, and pursuant to Section 2.5, Seller fails to achieve Commercial Operation on or before the Required Commercial Operation Date.

11.1.4 Except when attributable to a Force Majeure Event, Seller fails to provide Georgia Power with the Minimum Energy Contract Amount during any Annual Period.

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

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

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

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

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

11.1.9 Any representation or warranty made by Seller herein or in any certificate delivered to Georgia Power pursuant hereto shall prove to be incorrect in any material respect when made, unless Seller shall promptly commence and diligently pursue action to cause such representation or warranty to become true in all material respects and does so within thirty (30) Days after notice thereof has been given to Seller by Georgia Power (unless such cure is not capable of being effected within such thirty (30) Day period in which case Seller shall have an additional thirty (30) Day period in which to perform such cure) and such cure removes any material adverse effect on Georgia Power of such representation or warranty having been incorrect; provided, however, that no Event of Default by Seller shall occur pursuant to this Section 11.1.9 if Georgia Power cooperates with Seller during the cure period and takes commercially reasonable actions (without causing a material adverse effect on Georgia Power) necessary to bring about a determination by Georgia Power and its independent auditor that Seller does not constitute a VIE as a result of this Agreement; provided, further, if VIE treatment is created by no fault of Seller and a cure cannot be effected within the cure period, Georgia Power may terminate this Agreement and Seller shall not have any further liability to Georgia Power pursuant to this Agreement.

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

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

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

11.2.2 A court having jurisdiction shall enter: (i) a decree or order for relief in respect of Georgia Power in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law; or (ii) a decree or order adjudicating Georgia Power bankrupt or insolvent, or approving as properly filed a petition

seeking reorganization, arrangement, adjustment or composition of or in respect of Georgia Power under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of Georgia Power or of any substantial part of its affairs.

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

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

11.2.5 Any representation or warranty made by Georgia Power herein or in any certificate delivered to Seller pursuant hereto shall prove to be incorrect in any material respect when made, unless Georgia Power shall promptly commence and diligently pursue action to cause such representation or warranty to become true in all material respects and does so within thirty (30) Days after notice thereof has been given to Georgia Power by Seller (unless such cure is not capable of being effected within such thirty (30) Day period in which case Georgia Power shall have an additional thirty (30) Day period in which to perform such cure) and such cure removes any material adverse effect on Seller of such representation or warranty having been incorrect.

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

11.3 Remedies for Events of Default. Upon 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") 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;

Applicable Dates	Annual Periods	Liquidated Damages ($/MWh) 10 Year	Liquidated Damages ($/MWh) 15 Year	Liquidated Damages ($/MWh) 20 Year

		Term	Term	Term
From PPA execution through the earlier of COD or RCOD		27	43	43
From the earlier of COD or RCOD through the Remainder of Term	Annual Period 1-5:	27	43	54
	Annual Period 6-10:	32	57	79
	Annual Period 11-15:	N/A	49	75
	Annual Period 16-20	N/A	N/A	56

11.4 Limitation of Remedies, Liability and Damages. UNLESS EXPRESSLY HEREIN PROVIDED, 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. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

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 their best efforts to apply for promptly and to pursue diligently any required acceptances or approvals from Governmental Authorities for the consummation of the transactions contemplated by this Agreement or for the giving of effect to the expiration of this Agreement or any termination of this Agreement. This

provision is not intended to subject this Agreement to the jurisdiction of any Governmental Authority that does not have such jurisdiction over this Agreement as of the Effective Date.

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

ARTICLE 13: INDEMNIFICATION

13.1 Scope of Indemnity. Each Party (the "Indemnifying Party") expressly agrees to indemnify, hold harmless and defend the other Party and its Affiliates, trustees, agents, officers, directors, employees, members and permitted assigns ("Indemnified Party") against all claims, liability, fines, costs or expenses (on an after-tax basis) imposed by Governmental Authorities or arising from loss, damage or injury to the person or property of third parties in any manner directly or indirectly related to: (i) acts and omissions in connection with the performance, or failure thereof, of obligations or representations and warranties under this Agreement; (ii) activities (including prior uses of third parties) on the Indemnifying Party's respective side of the Point of Delivery; or (iii) any other activities to the extent that they involve the negligence or willful misconduct of the Indemnifying Party, except to the extent such loss, damage or injury is the result of the negligence or willful misconduct of the Indemnified Party.

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

ARTICLE 14: INSURANCE

14.1 Insurance Required of Seller. During the Term, Seller shall acquire and maintain at its sole cost and expense, the types and amounts of insurance coverage as are consistent with Prudent Industry Practices but in no event less than the types and amounts described in Appendix D and this Article 14. 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 Execution Date, 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 named insured. 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.

14.2 General Liability Insurance. The insurance policy providing such coverage, if required by Georgia Power, shall provide general liability insurance, including property damage, in the amounts shown in Appendix D, which can be exceeded by Seller. The required insurance policy shall be endorsed with a provision requiring the insurance company to notify Georgia Power at least sixty (60) Days prior the effective date of any cancellation. Seller agrees to notify Georgia Power at least sixty (60) Days prior to the effective date of any known material change in the policy.

14.3 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.

14.4 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, unless, in the case of the Facility only, such equipment failure or equipment damage results directly from an event that would otherwise constitute a Force Majeure Event hereunder; (iv) changes in market conditions that affect the cost or availability of equipment, materials, supplies or services, including the cost of delivering Solar Energy from Alternate Resources; (v) failures of Seller's contractors, suppliers or vendors, unless such failures are caused by an event that would otherwise constitute a Force Majeure Event if experienced directly by Seller; (vi) unavailability or lack of adequate fuel supply; (vii) climatic/seasonal temperature and humidity conditions at the Facility

site; (viii) Seller's inability to arrange transmission/distribution service for deliveries to the Point of Delivery, or (ix) any event, including a change in any Legal Requirement or accounting standard, that results in requiring Georgia Power to consolidate Seller or any of its Affiliates or permitted assigns as a VIE in Georgia Power's financial statements.

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

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

(i) give the other Party notice thereof, followed by written notice if the first notice is not written, as promptly as possible after such Party becomes aware of such Force Majeure Event, describing the particulars of such Force Majeure Event;

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

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

15.4 Energy Payments. Georgia Power's obligation to make Monthly Energy Payments shall be excused pro rata to the extent that Seller's obligations to deliver Solar Energy at the Point of Delivery are excused as a result of a Force Majeure Event claimed by Seller; provided, however, that Seller may continue to receive such Monthly Energy Payments during a Force Majeure Event so long as it delivers Solar Energy from an Alternate Resource to replace the Solar Energy that would have been provided by the unavailable Facility; provided, further, Seller must deliver the Solar Energy from an Alternate Resource to Georgia Power at the Point of Delivery at no additional cost to Georgia Power. Seller shall provide Georgia Power written notice of its decision to deliver Solar Energy from an Alternate Resource within seven (7) Days of the declaration of the Force Majeure Event. To be valid, this notification shall include a written, irrevocable commitment by Seller to deliver Solar Energy from an Alternate Resource to the Point of Delivery for the duration of the Force Majeure Event.

15.5 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 terminate this Agreement, without further obligation, or extend such period in its sole discretion. 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 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. Except as set forth in Sections 16.2 and 16.8, any and all controversies, disputes or claims arising out of, relating to, in connection with or resulting from this Agreement (or any written amendment hereto), including as to its interpretation, performance, non-performance, validity, breach or termination, and including any claim based on contract, tort, regulation, rule, statute or constitution and any claim raising questions of law, whether arising before or after termination of this Agreement (individually "Claim" and collectively "Claims"), shall be resolved under the Federal Arbitration Act by non-binding arbitration following the Expedited Procedures of the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association ("AAA") then in effect, including its evidentiary and procedural rules. It is the Parties' intent that any arbitration, including the selection and qualification of arbitrators, shall be conducted in accordance with the Rules, as amended and

supplemented, except where specifically modified by this Agreement, and not by the terms of any state arbitration act or other Legal Requirement.

16.2 Initiation of Dispute Resolution.

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

16.2.2 Within fifteen (15) Days after the submission of the Dispute Response, the Claim shall be submitted to a designated senior representative of Seller and a designated senior representative of Georgia Power for resolution. In the event the designated senior representatives are unable to resolve the Claim to the mutual satisfaction of the Parties within thirty (30) Days from the submission to such designated senior representatives, or such other period as the Parties may agree upon, then either Party may provide written notice to the other Party declaring an impasse (the "Impasse Notice") and initiating non-binding arbitration in accordance with the further provisions of this Article 16.

16.3 Initiation of Arbitration; Selection of Arbitrators.

16.3.1 Arbitration shall be deemed to be initiated when an Impasse Notice is given by the delivering Party to the receiving Party in accordance with the Notice provisions of Section 17.8. The Party initiating arbitration shall nominate one (1) arbitrator at the same time it initiates arbitration. The other Party shall nominate one (1) arbitrator within twenty (20) Days of receiving the Impasse Notice. The two (2) arbitrators (the "Party-Appointed Arbitrators") shall appoint a third, neutral arbitrator (the "Third Arbitrator"). The Third Arbitrator shall be competent and experienced in matters involving the electric energy business in the United States, with at least ten (10) years of legal, engineering, or business experience in the electric industry, and shall be impartial and independent of either Party and the Party-Appointed Arbitrators. Each Party shall pay for the expenses incurred by its Party Appointed Arbitrator and the costs of the Third Arbitrator shall be divided equally between the Parties.

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

16.3.3 In the event the AAA should fail to select the Third Arbitrator within ninety (90) Days from initiation of arbitration, then either Party may petition a court of competent

jurisdiction in Georgia to select the Third Arbitrator. Due regard shall be given to the selection criteria above and input from the Parties and the Party-Appointed Arbitrators.

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

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

16.5 Arbitrator Decisions.

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

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

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

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

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

ARTICLE 17: MISCELLANEOUS

17.1 Assignment, Transfers and Changes of Control.

17.1.1 Seller may not assign this Agreement or any portion thereof to any Person without the prior written consent of Georgia Power. Any proposed assignee of this Agreement shall (i) agree to assume assignor's obligations hereunder, and (ii) deliver to Georgia Power such assurances regarding its creditworthiness and its ability to perform all obligations of Seller hereunder, as Georgia Power may reasonably request, and (iii) cooperate with Georgia Power to comply with any Legal Requirements that result from such assignment. Any assignment of this Agreement made in compliance with the preceding sentences shall constitute an acceptance and assumption of such obligations by the assignee, a novation of the assignee in place of Seller with respect to such obligations (and any related interests so transferred), and a release and discharge by Georgia Power of Seller from, and an agreement by Georgia Power not to make any claim for payment, liability, or otherwise against Seller with respect to, such obligations from and after the effective date of the assignment; provided, however, Seller may, without the consent of Georgia Power, assign this Agreement to a lender for collateral security purposes in connection with any financing or the refinancing of the Facility; provided, further, that such collateral assignment shall not place any limitation on Georgia Power's rights under this Agreement or expand the liability, risks or obligations imposed on Georgia Power under this Agreement. In connection therewith, Georgia Power agrees to execute a written consent to such collateral assignment should lender 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 without the prior written consent of Seller.

17.1.3 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.

17.1.4 General Requirements. Any consent required by Sections 17.1.1, 17.1.2 or 17.1.3 shall not be unreasonably withheld, conditioned or delayed; provided, however, that neither Party shall be required to accept any limitation of its rights under this Agreement or expansion of the liability, risks or obligations imposed on it under this Agreement (including changes in accounting treatment). It shall be reasonable for either Party to condition its consent required by 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.

17.2 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.

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

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

17.5 No Georgia Power Affiliate Liability. Notwithstanding any other provision of this Agreement, no Affiliate of Georgia Power (including any Affiliate of Georgia Power acting as Georgia Power's agent where Georgia Power's agent is given certain authorities pursuant hereto) shall have any liability whatsoever for any party's performance, nonperformance or delay in performance under this Agreement.

17.6 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.

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

17.8 Notice. Any notice, request, consent or other communication permitted or required by this Agreement shall be in writing and shall be deemed given on the Day hand-delivered to the officer identified below, or the third (3rd) Day after the same is deposited in the United States Mail, first class postage prepaid, and if given to Georgia Power shall be addressed to:

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

Attention: _____

and if given to Seller shall be addressed to:

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.

17.9 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.

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

17.11 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.

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

17.13 Confidentiality.

17.13.1 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.

17.13.2 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.

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

17.13.4 The terms of this Section 17.13 shall survive the termination or expiration of this Agreement.

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

17.15 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.

17.16 Entire Agreement. This Agreement (including the attached Appendices A through G, inclusive) constitutes the entire understanding between the Parties and supersedes any previous agreements between the Parties. The Parties have entered into this Agreement in reliance upon the representations and mutual undertakings contained herein and not in reliance upon any oral or written representations or information provided by one Party to the other Party not contained or incorporated herein.

17.17 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

MONTHLY ENERGY PAYMENT CALCULATION

In the event Seller delivers energy for the Annual Period that is greater than or equal to the Minimum Energy Contract Amount, but not more than the Maximum Energy Contract Amount, to the Point of Delivery, the Monthly Energy Payment ("MEP") shall be calculated as follows:

MEP = CEP * MDE * EPA

During the first Annual Period of this Agreement, the EPA shall be set to one hundred percent (100%) and the calculation shown above will be used to calculate the Monthly Energy Payment.

In the event Seller delivers energy for the Annual Period that is less than the Minimum Energy Contract Amount or greater than the Maximum Energy Contract Amount to the Point of Delivery, the Monthly Energy Payment shall be calculated as follows:

MEP = MDE * (lower of CEP or AER)

Where:

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

Table A

Annual Period	($/MWh)
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	

2033	
2034	
2035	

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

EPA = During each Annual Period, the Energy Payment Adjustment shall be calculated in accordance with Table B below, subject to Section 7.5.1, based on the cumulative percentage of the Energy Contract Amount delivered by the Seller to the Point of Delivery during the preceding Annual Period ("Delivery Percentage"). At the end of each Annual Period, Georgia Power shall true up the Energy Payment Adjustment to reflect the Energy Contract Amount delivered by the Seller to the Point of Delivery during the entire Annual Period. Thereafter, Georgia Power shall apply the Energy Payment Adjustment resulting from the true up to the Monthly Energy Payment for the duration of the next 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

Energy Payment Adjustment	**Annual Delivery Percentage ("ADP")**
N/A	ADP >105%
100%	105% ≤ ADP ≥ 95%
90.0%	95% > ADP ≥ 85%
80.0%	85% > ADP ≥ 75%
N/A	75% > ADP ≥ 0%

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

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

APPENDIX B

FORM OF LETTER OF CREDIT

_____, 20__

[Name and Address
of Beneficiary]

Dear Sirs:

We hereby establish in your favor, for the account of [NAME OF ACCOUNT PARTY] ("[Account Party]"), with respect to the Agreement for the Purchase of Solar Energy from a Renewable Resource of even date herewith 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. (Eastern Prevailing Time) at our office located at _____, or at any other office in the United States of America which may be designated by us in a written notice delivered to you. If such demand and such certificate are received at either such office, all in strict conformity with the terms and conditions of this Standby Letter of Credit, on or prior to the expiration date hereof, we hereby agree with you that we will duly honor the same within three (3) business days of such presentation. Notwithstanding the foregoing, Beneficiary may demand payment under this Standby Letter of Credit by telecopy or e-mail when promptly confirmed by written demand; however, actual disbursement of funds pursuant to a demand presented by telecopy or e-mail shall not occur until we are presented with the original Standby Letter of Credit.

This Standby Letter of Credit is effective immediately and expires at 5:00 p.m. (Atlanta time) on _____, 20__. It is a condition of this Standby Letter of Credit that it will be deemed automatically extended for successive periods of one year each from the present or any future expiration date (but in no event later than _____, 20__), unless we notify you, in writing, by certified or registered mail at your respective addresses, not less than ninety (90) days prior to any such date, that we have elected not to extend such expiration date for such additional period.

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

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

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

To the extent not contrary to the express terms hereof, this Standby Letter of Credit shall be governed by the International Chamber of Commerce Publication No. 590 (herein referred to as the "ISP98"). This Standby Letter of Credit shall be deemed to be a contract made under the laws of the state of Georgia and shall, as to matters not governed by the ISP98, be governed by and construed in accordance with the laws of the state of Georgia.

Yours very truly,

[ISSUING BANK]

ANNEX 1

CERTIFICATE

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

The undersigned, each a duly authorized officer of [Beneficiary], hereby certify to [ISSUING BANK] (the "Bank") with reference to irrevocable standby letter of credit no. _ (the "Standby Letter of Credit"), issued by the Bank for the account of [Account Party] in favor of [Beneficiary] that:

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

Pursuant to the provisions of the PPA, an event has occurred under the PPA that entitles Beneficiary to demand payment under the Standby Letter of Credit in the amount of the demand accompanying this certificate (an example of such an event includes, without limitation, an Event of Default described in the PPA).

or

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

(2) The undersigned are each a duly elected and incumbent officer of [Beneficiary] and are authorized to execute and deliver this certificate and to draw upon the Standby Letter of Credit.

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

[BENEFICIARY]

By:
Title:

By:
Title:

ANNEX 2

INSTRUCTION TO ASSIGN IN ENTIRETY

, 20

_____

Re: Irrevocable Standby Letter of Credit No.

Gentlemen:

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

(Name of Assignee)

(Address)

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

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

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

Very truly yours

[Beneficiary]

By:
Title:

By:
Title:

APPENDIX C

FORM OF GUARANTY

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

WHEREAS Beneficiary and _____ (the "Company"), [a subsidiary of the Guarantor], have entered into that certain Agreement for the Purchase of Solar Energy from a Renewable Resource dated as of _____, 20__ (the "Agreement");

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

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

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

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees as follows:

ARTICLE 1 - DEFINITIONS

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

ARTICLE 2 - GUARANTY

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

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

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

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

(iii) any lack of validity or enforceability of the Agreement or any agreement or instrument relating thereto;

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

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

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

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

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by the Beneficiary or any other Person upon the insolvency, bankruptcy, or reorganization of the Company, all as though such payment had not been made.

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

(c) In the case of an Event of Default under the Agreement or with regard to any of the Guaranteed Obligations, Guarantor hereby consents and agrees that the Beneficiary shall have the right to enforce its rights, powers, and remedies thereunder or hereunder or under any other instrument now or hereafter evidencing, securing, or otherwise relating to the Guaranteed Obligations, and apply any payments or credits received by the Company or Guarantor or realized from any security, in any manner and in any order as the Beneficiary, in its sole discretion, shall see fit, and all rights, powers, and remedies available to the Beneficiary in such event shall be nonexclusive and cumulative of all other rights, powers, and remedies provided thereunder or hereunder or by law or in equity. If the Guaranteed Obligations are partially paid by reason of the election of the Beneficiary, its successors or assigns, to pursue any of the remedies available to the Beneficiary, or if such indebtedness is otherwise partially paid, this Guaranty shall nevertheless remain in full force and effect, and Guarantor shall remain liable for the entire balance of the Guaranteed Obligations even though any rights which Guarantor may have against the Company may be destroyed or diminished by the exercise of any such remedy.

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

(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 - 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

SELLER INSURANCE REQUIREMENTS

Seller must acquire and maintain, at its sole cost and expense, the following:

1. Commercial general liability insurance in an "occurrence" form or an AEGIS "claims first made" form or equivalent with bodily injury and property damage combined liability limits of not less than one (1) million dollars per occurrence and which shall include specific coverage for broad form contractual liability including Seller's indemnification obligations under this Agreement and a separation of insured provision. All such policies shall provide 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. The coverage requirements can 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.

2. All risk property insurance providing coverage for the full replacement value of the Facility, subject to industry standard sublimits. Seller and its insurers waive any rights of subrogation or recovery of any kind against Georgia Power and its Affiliates.

3. Worker compensation insurance in statutory amounts covering the legal liability of Seller under the applicable laws of the state (or under Federal acts or statutes when appropriate). Such insurance must include employer's liability in an amount of five (5) million dollars ($5,000,000.00).

APPENDIX E

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

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

The undersigned individual, being the Chief Financial Officer of Seller and having responsibilities for financial accounting matters associated with the Agreement, hereby certifies that the Agreement most likely WILL (_____)/WILL NOT (_____) require the Seller, at any time over the proposed Agreement Term, to deconsolidate on its books and records any assets, liabilities, cash flow, profits or losses of Seller where Georgia Power is determined to be the primary beneficiary. My determination of the most likely accounting treatment of this transaction results from my personal consideration after necessary discussions with relevant officers of Accounting Standards Codification ("ASC") Topic 810 Consolidation and the following factual matters:

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

_____Yes

_____No (please explain)

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

_____Yes (please explain)

_____No (please explain)

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

_____Yes

_____No

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

_____Yes

_____No

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

_____Yes

_____No

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

_____Yes

_____No

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

_____Yes

_____No

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

_____Yes

_____No

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

_____Yes

_____No

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

_____Yes

_____No

Confirmation

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

By:

Title:

Company:

Date:

APPENDIX F

FACILITY SITE

The Facility site shall be defined as:

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

APPENDIX G
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	26.63
2	50.07
3	67.88
4	82.03
5	89.78
6	94.80
7	95.95
8	93.83
9	89.18
10	83.17
11	74.44
12	66.18
13	56.86
14	48.11
15	38.84
16	31.21
17	23.19
18	15.58
19	7.61
20	0.00

*Annual Adjustment Period is based on the calendar year.