Aaron P. Abramovitz
Executive Vice President,
Chief Financial Officer
and Treasurer

Bin 10240
241 Ralph McGill Boulevard NE
Atlanta, GA 30308-3374
Tel 404.506.0780



May 15, 2023

Ms. Sallie Tanner
Executive Secretary
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, Georgia 30334-5701

Re: Docket No. 44054 Georgia Power Company Financing Authority Informational Filing

Dear Ms. Tanner:

On December 13, 2021, the Georgia Public Service Commission issued an order in Docket No. 44054 granting the Company the authority on or before December 31, 2023 to issue and sell senior notes, subordinated notes, common stock and preferred stock, to issue and otherwise incur obligations in connection with other long-term debt, including, but not limited to obligations associated with loans guaranteed by the DOE under Title XVII of the Energy Policy Act of 2005, and to incur pollution control obligations in any combination up to an aggregate of $7.7 billion, for the purpose of (i) incremental financing to fund the Capital Program and indemnification of Alabama Power Company for guarantees related to SEGCO, (ii) funding maturing securities, and (iii) refunding higher cost securities with lower cost securities or securities with broader market acceptance.

TO THE HONORABLE GEORGIA PUBLIC SERVICE COMMISSION:

In accordance with the Commission's order in Docket No. 44054, the Company hereby submits the following verified statements:

1. Attached as Exhibit A is a ledger of all outstanding securities and corresponding balances as of March 31, 2023 consistent with the Company's quarterly filings with the Securities and Exchange Commission, including the date of issuance and/or redemption of the securities.

2. Attached as Exhibits B is a summary of the Company's financings through March 31, 2023 pursuant to the authority granted in Docket No. 44054.

3. Attached hereto and made a part hereof is a true and correct conformed copy of the underwriting agreements, purchase contracts and/or term loan agreements entered into by or on the behalf of the Company for each security issued from September 30, 2022 to March 31, 2023 and a true and correct conformed copy of the final prospectus and/or official statement for each security issue.

All of which is respectfully submitted.

GEORGIA POWER COMPANY

By: _____

Executive Vice President, Chief Financial Officer and Treasurer

STATE OF GEORGIA

COUNTY OF Fulton

In person, before the undersigned attesting officer, appeared Aaron P. Abramovitz, who, on oath, says that he is the Executive Vice President, Chief Financial Officer and Treasurer of Georgia Power Company, the Company named in the foregoing statement, and that the statements of fact contained therein are true to the best of his knowledge, information and belief.

Sworn to and subscribed to before me this 15 day of May, 2023.

Katheryn M. Price

Notary Public, Spalding County

My Commission Expires 2-6-24

Attachments



Exhibit A

Ledger of all outstanding securities and
corresponding balances
as of March 31, 2023

Docket No: 44054
Filing Date: 05/12/2023

Original Date of Issuance	Interest Rate Type	Interest Rate	Security Description	Balance as of 09/30/2022 ($ millions)	Maturities (M) / Redemptions (R): Date of Redemption / Maturity	Maturities (M) / Redemptions (R): $ millions	New Issuances: Date of Issuance	New Issuances: $ millions	Balance as of 03/31/2023 ($ millions)
Long-Term Debt									
			Senior Notes:						
4/15/03	Fixed	5.75%	Series N; due 4/15/23	$100					$100
3/13/07	Fixed	5.65%	Series 2007A; due 3/1/37	$161					$161
2/10/09	Fixed	5.95%	Series 2009A; due 2/1/39	$174					$174
6/3/10	Fixed	5.40%	Series 2010B; due 6/1/40	$265					$265
8/31/10	Fixed	4.75%	Series 2010C; due 9/1/40	$500					$500
5/11/12	Fixed	4.30%	Series 2012A; due 3/15/42	$1,100					$1,100
3/15/13	Fixed	4.30%	Series 2013A; due 3/15/43	$400					$400
3/8/16	Fixed	3.25%	Series 2016A, due 4/1/26	$325					$325
3/3/17	Fixed	3.25%	Series 2017B, due 3/30/27	$400					$400
9/10/19	Fixed	2.20%	Series 2019A; due 9/15/24	$400					$400
9/10/19	Fixed	2.65%	Series 2019B; due 9/15/29	$650					$650
1/10/20	Fixed	2.10%	Series 2020A; due 7/30/23	$700					$700
1/10/20	Fixed	3.70%	Series 2020B; due 1/30/50	$500					$500
2/26/21	Fixed	3.25%	Series 2021A; due 0/15/51	$750					$750
5/4/22	Fixed	4.70%	Series 2022A; due 5/15/2032	$700					$700
5/4/22	Fixed	5.13%	Series 2022B; due 5/15/2052	$800					$800
			Total Senior Notes	$7,925		$0		$0	$7,925
			Pollution Control Bonds:						
5/21/12	Fixed Put - (3/6/26*)	3.88%	Monroe County, 1st 2012, Due 6/1/2042	$49					$49
3/21/13	Fixed Put - (3/6/26*)	3.88%	Monroe County, 1st 2013, Due 04/1/2043	$18					$18
12/13/06	Fixed Put - (3/6/26*)	3.88%	Monroe County, 2nd 2006, Due 12/1/2041	$28					$28
9/11/96	Fixed Put - (3/6/26*)	3.88%	Burke County, 1st 1996, Due 10/1/2032	$46					$46
9/17/09	Fixed Put - (3/6/26*)	3.88%	Monroe County, 2nd 2009, Due 10/1/2048	$89					$89
7/13/95	Fixed - till maturity	2.25%	Monroe County, 1st 1995, Due 7/1/2025	$45					$45
9/27/95	Fixed - till maturity	2.20%	Burke County, 5th 1995, Due 10/1/2032	$27					$27
9/16/97	Fixed - till maturity	1.80%	Bartow County, 1st 1997, Due 9/1/29	$38					$38
7/20/94	Fixed Put- (5/25/23*)	2.25%	Burke County, 2nd 1994, Due 10/1/2032	$10					$10
10/24/94	Fixed Put- (5/25/23*)	2.25%	Burke County, 9th 1994, Due 10/1/2032	$20					$20
9/27/95	Fixed Put- (5/25/23*)	2.25%	Burke County, 4th 1995, Due 10/1/2032	$30					$30
6/13/12	Fixed Put- (8/19/25*)	2.88%	Burke County, 1st 2012, Due 12/1/2049	$85					$85
6/13/12	Fixed Put- (8/22/24*)	1.70%	Burke County, 2nd 2012, Due 12/1/2049	$100					$100
7/14/09	Fixed Put- (8/22/24*)	1.80%	Monroe County, 1st 2009, Due 7/1/2049	$40					$40
9/17/09	Fixed Put- (3/8/28*)	3.95%	Bartow County, 1st 2009, due 12/01/2032	$173					$173
11/25/08	Fixed Put- (3/12/24*)	2.93%	Burke County, 2nd 2008, Due 11/01/2048	$65					$65
11/8/13	Fixed Put- (3/12/24*)	2.93%	Burke County, 1st 2013, Due 11/01/2053	$105					$105
7/20/94	Fixed Put- (6/13/24*)	2.15%	Burke County, 5th 1994, Due 10/1/2032	$55					$55
8/23/13	Fixed Put- (8/19/25*)	2.88%	Bartow County, 1st 2013, Due 8/1/2043	$72					$72
7/20/94	Fixed Put - (5/25/23*)	2.25%	Burke County, 4th 1994, Due 10/1/2032	$55					$55
11/25/08	Daily	4.15%	Burke County, 1st 2008, Due 11/1/2048	$69					$69
11/25/08	Daily	3.96%	Monroe County, 1st 2008, Due 11/1/2048	$84					$84
9/16/97	Daily	3.96%	Appling County, 1st 1997, Due 9/1/2029	$19					$19
9/11/96	Daily	3.96%	Floyd County, 1st 1996, Due 9/1/2026	$10					$10
9/11/96	Daily	3.97%	Heard County, 1st 1996, Due 9/1/2026	$4					$4
12/6/07	Daily	4.06%	Heard County, 1st 2007, Due 12/1/2037	$18					$18
9/16/97	Daily	4.10%	Heard County, 1st 1997, Due 9/1/2029	$34					$34
4/9/97	Daily	3.96%	Monroe County, 1st 1997, Due 4/1/2032	$20					$20
6/28/06	Daily	3.96%	Coweta County, 1st 2006, Due 6/1/2032	$10					$10
2/19/03	Daily	3.97%	Effingham County, Savannah, Due 2/1/2038	$14					$14
9/1/09	Daily	3.95%	Burke County, 1st 2009, Due 7/1/2049	$114					$114
11/15/12	Daily	4.05%	Burke County, 3rd 2012, Due 11/1/2052	$50					$50
9/1/11	Daily	3.96%	Appling County, 1st 2011, Due 9/1/2041	$67					$67
12/5/18	Daily	3.95%	Burke County, 1st 2018, Due 11/1/2052	$108					$108
11/4/22	Daily	4.25%	Bartow County, 1st 2022, Due 11/01/2062	$0			11/4/2022	$100	$100
11/4/22	Daily	4.25%	Bartow County, 2nd 2022, Due 11/01/2062	$0			11/4/2022	$100	$100
			Total Pollution Control Bonds	$1,768		$0		$200	$1,968
Junior Sub. Notes									
9/21/17	Fixed	5.000%	Series 2017A, due 10/01/77	$270					$270
			Total Junior Sub. Notes	$270		$0		$0	$270
			DOE Loans:						
2/20/14	Fixed	3.860%	FFB Promissory Note Term Loan Borrowing (DOE Guaranteed) 3.860% due 2/20/2044	$477	11/21/22, 02/21/23	-$4			$473
2/20/14	Fixed until 2/20/2029	3.488%	FFB Promissory Note Term Loan Borrowing (DOE Guaranteed) 3.488% due 2/20/2044	$477	11/21/22, 02/21/23	-$4			$473
12/11/14	Fixed	3.002%	FFB Promissory Note Term Loan Borrowing (DOE Guaranteed) 3.002% due 2/22/2044	$191	11/21/22, 02/21/23	-$2			$189
6/12/15	Fixed	3.283%	FFB Promissory Note Term Loan Borrowing (DOE Guaranteed) 3.283% due 2/22/2044	$572	11/21/22, 02/21/23	-$5			$567
12/9/15	Fixed	3.072%	FFB Promissory Note Term Loan Borrowing (DOE Guaranteed) 3.072% due 2/22/2044	$382	11/21/22, 02/21/23	-$3			$378
6/18/16	Fixed	2.571%	FFB Promissory Note Term Loan Borrowing (DOE Guaranteed) 2.571% due 2/22/2044	$286	11/21/22, 02/21/23	-$3			$284
12/8/16	Fixed	3.142%	FFB Promissory Note Term Loan Borrowing (DOE Guaranteed) 3.142% due 2/22/2044	$119	11/21/22, 02/21/23	-$1			$118
3/15/19	Fixed	3.213%	FFB Promissory Note Term Loan Borrowing (DOE Guaranteed) 3.213% due 2/22/2044	$797	11/21/22, 02/21/23	-$7			$790

12/20/19	Fixed	2.537%	FFB Promissory Note Term Loan Borrowing (DOE Guaranteed) 2.537% due 2/22/2044	$2	11/21/22, 02/21/23	$0			$2
12/20/19	Fixed	2.537%	FFB Promissory Note Term Loan Borrowing (DOE Guaranteed) 2.537% due 2/22/2044	$363	11/21/22, 02/21/23	-$3			$360
6/5/20	Fixed	1.652%	FFB Promissory Note Term Loan Borrowing (DOE Guaranteed) 1.652% due 2/22/2044	$495	11/21/22, 02/21/23	-$4			$491
12/10/20	Fixed	1.737%	FFB Promissory Note Term Loan Borrowing (DOE Guaranteed) 1.737% due 2/22/2044	$314	11/21/22, 02/21/23	-$3			$311
6/4/21	Fixed	2.434%	FFB Promissory Note Term Loan Borrowing (DOE Guaranteed) 2.434% due 2/22/2044	$354	11/21/22, 02/21/23	-$3			$351
12/10/21	Fixed	2.178%	FFB Promissory Note Term Loan Borrowing (DOE Guaranteed) 2.178% due 2/22/2044	$65	11/21/22, 02/21/23	-$1			$65
			Total DOE Loans	$4,895		-$43		$0	$4,853
			Other:						
			Other Long Term Debt**	$1,223		-$9			$1,214
			Total Long-Term Debt (includes securities due within one year)	$16,081		-$52		$200	$16,229
Preferred and Preference Stock									
			Preferred Stock:						
				$0					$0
			Preference:						
				$0					$0
			Issuance Expense - Preferred & Preference	$0					$0
			Total Preferred and Preference Stock	$0		$0		$0	$0
Common Equity									
			Common Stock	$398					$398
			Paid-in capital	$14,966					$16,378
			Retained Earnings	$3,306					$2,679
			Other comprehensive income / (loss)	-$14					-$12
			Total Common Stockholder's Equity	$18,657					$19,443
Short-Term Debt									
			Notes Payable	$815		$0		$1,150	$1,965
			Total Short-Term Debt	$815					$1,965
			Totals	$35,553					$37,637

* Term Period

**Note: Includes Capitalized Leases (Financing and Operating), Unamortized debt discount, Unamortized premium, Cash Flow hedges and all other long-term debt.

Exhibit B

Financings Effected by Georgia Power Company Pursuant to Georgia Public Service Commission Order (Docket No. 44054)

FINANCINGS EFFECTED BY GEORGIA POWER COMPANY PURSUANT TO GEORGIA PUBLIC SERVICE COMMISSION ORDER (DOCKET NO. 44054)

DOCKET NO. 44054 AUTHORITY **$7,700,000,000** **EXPIRATION 12/31/23**

TITLE OF SECURITY	PRINCIPAL AMOUNT OR STATED VALUE	CLOSING DATE
Series 2022A 4.70% Senior Notes due May 15, 2032	$700,000,000	05/04/2022
Series 2022B 5.125% Senior Notes due May 15, 2052	$800,000,000	05/04/2022
Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022	$100,000,000	11/04/2022
Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022	$100,000,000	11/04/2022

REMAINING DOCKET NO. 44054 AUTHORITY: **$6,000,000,000**

ATTACHMENT

UNDERWRITING AGREEMENT/PURCHASE CONTRACT
PROSPECTUS/OFFICIAL STATEMENT
PROVIDING FOR THE ISSUANCE OF
GEORGIA POWER COMPANY

Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022

NEW ISSUE -- BOOK-ENTRY ONLY

In the opinion of Murray Barnes Finister LLP ("Bond Counsel"), assuming the accuracy of certain representations and certifications and compliance with certain tax covenants, interest on the Bonds is not includable in gross income for federal income tax purposes under existing statutes, rulings and court decisions, and under applicable regulations and proposed regulations, except for interest on any Bond for any period during which such Bond is held by a "substantial user" of the Project (as defined herein) or a "related person" as defined in Section 147(a) of the Internal Revenue Code of 1986, as amended. Interest on the Bonds is included as an item of tax preference in computing the federal alternative minimum tax for individuals, and such interest is taken into account in determining the annual adjusted financial statement income of certain corporations (as defined for federal income tax purposes) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. See "TAX EXEMPTION." In the opinion of Bond Counsel, interest on the Bonds is exempt from present State of Georgia income taxation under existing statutes as described herein.

$100,000,000

Development Authority of Bartow County (Georgia)
Solid Waste Disposal Facility Revenue Bonds
(Georgia Power Company Plant Bowen Project),
First Series 2022

THE BONDS WILL BE LIMITED SPECIAL OBLIGATIONS OF THE DEVELOPMENT AUTHORITY OF BARTOW COUNTY (THE "AUTHORITY") AND WILL BE PAYABLE SOLELY FROM THE LOAN REPAYMENTS UNDER A PROMISSORY NOTE ISSUED PURSUANT TO A LOAN AGREEMENT RELATED TO THE BONDS WITH:

Georgia Power

Dated: Date of original issuance and delivery Due: November 1, 2062

The Bonds will bear interest from the date of their original issuance and delivery at a Daily Rate determined by Barclays Capital Inc. (the "Underwriter") as described herein under "THE BONDS—Interest," payable on the fifth business day of each month. The first interest payment date will be December 7, 2022.

The Bonds are subject to optional redemption, extraordinary optional redemption, optional tender and mandatory tender for purchase as described herein under "THE BONDS—Redemption," "THE BONDS—Optional Tender" and "THE BONDS—Mandatory Tender for Purchase." If irrevocable notice of tender is delivered prior to 11:00 a.m., New York City time, on a business day, then the purchase price for any Bond tendered pursuant to such notice shall be paid on a business day specified by the owner of the Bond, which may be the date the notice is delivered.

Subject to satisfaction of certain conditions in the indenture pursuant to which the Bonds will be issued, Georgia Power Company (the "Company") may from time to time change the method of determining the interest rate on the Bonds to a Modified Daily Rate, a Weekly Rate, a Commercial Paper Rate, an Adjusted Index Rate or a Long-Term Interest Rate, as more fully described herein under "THE BONDS—Change in Interest Rate Determination Methods." The Bonds are subject to mandatory tender for purchase on the first day of any new interest rate period following any such conversion at a price equal to 100% of the aggregate principal amount thereof plus accrued interest to, but not including, the purchase date. The holders of the Bonds have no right to retain the Bonds after any such date. See "THE BONDS—Mandatory Tender for Purchase."

The Bonds will be issuable as fully registered bonds and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. During the period the Bonds bear interest at a Daily Rate, the Bonds will be issued in denominations of $100,000 and integral multiples of $5,000 thereafter. Purchases will be made in book-entry form through DTC participants and no physical delivery of Bonds will be made to purchasers, except as otherwise described in this Official Statement. Payments of principal of, premium, if any, on, purchase price of and interest on the Bonds will be made by U.S. Bank Trust Company, National Association, as Trustee and Paying Agent, to Cede & Co., as nominee for DTC, as registered owner of the Bonds, to be subsequently disbursed to DTC participants and thereafter to the beneficial owners of the Bonds. See "THE BONDS—Book-Entry System."

Barclays Capital Inc. has been appointed as the Remarketing Agent for the Bonds.

PRICE: 100%

The Bonds are offered subject to prior sale, when, as and if issued and received by the Underwriter, subject to the receipt of the opinion of Murray Barnes Finister LLP, Bond Counsel, as described herein, and certain other conditions. Certain legal matters, other than the validity of the Bonds and the exclusion from gross income for federal and state income tax purposes of interest thereon, will be passed on for the Company by its counsel, Troutman Pepper Hamilton Sanders LLP, Atlanta, Georgia, for the Underwriter by its counsel, Hunton Andrews Kurth LLP, New York, New York, and for the Authority by its counsel, H. Boyd Pettit, III PC. The Bonds are expected to be delivered through the facilities of DTC in New York, New York on or about November 4, 2022.

Barclays

October 28, 2022

The information contained in this Official Statement has been obtained from the Company, DTC or other sources deemed reliable by the Company. No representation or warranty is made as to the accuracy or completeness of such information, and nothing contained in this Official Statement is, or shall be relied upon as, a promise or representation by the Underwriter. This Official Statement is submitted in connection with the sale of securities as referred to herein and may not be reproduced or be used, in whole or in part, for any other purpose. The delivery of this Official Statement at any time does not imply that information herein or in the Appendix to this Official Statement (including the documents incorporated by reference in the Appendix to this Official Statement) is correct as of any time subsequent to its date.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

No broker, dealer, salesman or any other person has been authorized by the Authority, by the Company or by the Underwriter to give any information or to make any representation other than as contained in this Official Statement or in the Appendix to this Official Statement (including the documents incorporated by reference in the Appendix to this Official Statement) in connection with the offering described herein. Neither the Company nor the Underwriter takes any responsibility for, nor can it provide any assurance as to the reliability of, any other information. This Official Statement does not constitute an offer of any securities other than those described on the cover page or an offer to sell or a solicitation of an offer to buy in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE AUTHORITY, THE COMPANY AND THE TERMS OF THE OFFERING DESCRIBED IN THIS OFFICIAL STATEMENT INCLUDING THE MERITS AND RISKS INVOLVED. THE SECURITIES DESCRIBED IN THIS OFFICIAL STATEMENT HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING REGULATORY AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CERTAIN PERSONS PARTICIPATING IN THE OFFERING DESCRIBED IN THIS OFFICIAL STATEMENT MAY ENGAGE IN TRANSACTIONS THAT STABILIZE, MAINTAIN OR OTHERWISE AFFECT THE PRICE OF THE BONDS, INCLUDING BY ENTERING STABILIZING BIDS. FOR A DESCRIPTION OF THESE ACTIVITIES, SEE "UNDERWRITING."

TABLE OF CONTENTS

OFFICIAL STATEMENT **Page**

Introductory Statement 1

The Authority 2

Use of Bond Proceeds 2

The Bonds 3

The Agreement 11

The Indenture 13

The Trustee 17

The Remarketing Agreement 17

Underwriting 18

Tax Exemption 18

Secondary Market Information 20

Legal Matters 20

Miscellaneous 21

APPENDIX-GEORGIA POWER COMPANY *A-1*

OFFICIAL STATEMENT

$100,000,000

Development Authority of Bartow County (Georgia)
Solid Waste Disposal Facility Revenue Bonds
(Georgia Power Company Plant Bowen Project),
First Series 2022

INTRODUCTORY STATEMENT

This Official Statement, including the cover page and the Appendix, is provided to furnish information in connection with the sale of $100,000,000 aggregate principal amount of Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022 (the "Bonds").

The Bonds are to be issued pursuant to a Trust Indenture, dated as of November 1, 2022 (the "Indenture"), between the Development Authority of Bartow County (the "Authority") and U.S. Bank Trust Company, National Association, as trustee (in such capacity, the "Trustee"), to provide funds to finance the cost of the acquisition, construction, installation and equipping of certain solid waste disposal facilities or portions thereof (the "Project") located at Georgia Power Company's (the "Company") Bowen steam electric generating plant in Bartow County, Georgia (the "Plant") and to pay all or a portion of the costs of issuance of the Bonds. The Plant consists of four coal fired units with a total installed (nameplate) capacity of 3,160,000 kilowatts. The Company anticipates that two of the four coal-fired generating units at the Plant (1,400,000 kilowatts) will cease operation by the end of 2027 but that portions of the Project will remain in use following such cessation of operations.

The Authority will loan the proceeds of the Bonds to the Company pursuant to a Loan Agreement, dated as of November 1, 2022 (the "Agreement"). In order to evidence the loan from the Authority with respect to the Bonds (the "Loan") and to provide for its repayment, the Company will issue a nonnegotiable promissory note related to the Bonds to the Authority (the "Note") pursuant to the Agreement. The Authority will assign all of its rights under the Note, including all payments to be made by the Company thereunder, to the Trustee as part of the trust estate under the Indenture (except for certain amounts payable under the Agreement in respect of indemnification and certain fees and expenses). Payments required under the Note, if made in full and in a timely manner, will be sufficient to pay when due the principal of, premium, if any, on, purchase price of and interest on the Bonds.

The Bonds initially will bear interest at a Daily Rate. Subject to satisfaction of certain conditions in the Indenture, the Company may from time to time change the method of determining the interest rate on the Bonds from a Daily Rate to a Modified Daily Rate, a Weekly Rate, a Commercial Paper Rate, an Adjusted Index Rate or a Long-Term Interest Rate in accordance with the Indenture, in each case following mandatory tender for purchase upon not less than 15 days' prior written notice to the owners of the Bonds.

THIS OFFICIAL STATEMENT IS NOT INTENDED TO PROVIDE ANY INFORMATION REGARDING THE BONDS AFTER THE DATE, IF ANY, ON WHICH THE BONDS CONVERT TO BEAR INTEREST, AS PERMITTED BY THE INDENTURE, AT AN INTEREST RATE OTHER THAN THE DAILY RATE DESCRIBED HEREIN.

The Bonds will be limited special obligations of the Authority payable solely from and secured by revenues and proceeds to be received by the Trustee, as assignee of the Authority, pursuant to the Note. The Bonds will be secured by an assignment and pledge to the Trustee of substantially all of the Authority's rights, title and interest in and to the Note and the Agreement. The Bonds are not a debt or a general obligation or a pledge of the faith and credit of the State of Georgia or any political subdivision thereof, including Bartow County, Georgia.

U.S. Bank Trust Company, National Association is the Trustee under the Indenture. A corporate trust office of U.S. Bank Trust Company, National Association is currently located in Atlanta, Georgia. The Trustee may be removed at any time by the holders of a majority in aggregate principal amount of the Bonds at the time outstanding or, as long as no event of default has occurred and is continuing, by the Company. Any resignation of the Trustee will

become effective with 30 days' written notice or upon the acceptance of appointment by the successor Trustee. See "THE TRUSTEE."

Brief descriptions of the Authority, the use of proceeds of the Bonds, the Bonds, the Agreement, the Indenture, the Trustee and certain other matters relating to the Bonds are set forth herein. Information with respect to the Company, including certain financial statements, is set forth or incorporated by reference in the Appendix to this Official Statement.

The descriptions and summaries in this Official Statement do not purport to be complete, and reference is made to each document for the complete details of such document's terms and conditions. The statements made in this Official Statement are qualified in their entirety by reference to each such document. Capitalized terms not defined in this Official Statement have the meanings set forth in the Agreement and the Indenture, copies of which are available for inspection, during the initial offering period of the Bonds, at the offices of Southern Company Services, Inc., 30 Ivan Allen Jr. Boulevard, N.W., Atlanta, Georgia 30308, Attention: Melissa K. Caen.

The Bonds are part of the Company's larger plan to finance the Project. Contemporaneous with the issuance of the Bonds, the Company anticipates borrowing from the Authority the proceeds of certain tax-exempt obligations expected to be comprised of the Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022 in the aggregate principal amount of $100,000,000 (the "Second Series 2022 Bonds"). The Second Series 2022 Bonds, when and if issued, will be issued and secured under a separate trust indenture and the proceeds loaned to the Company under a separate loan agreement. This Official Statement is not, and should not be construed as, an offering of any bonds other than the Bonds. The completion of the offering of the Bonds is not contingent on the success of any other offering.

THE AUTHORITY

The Authority has been activated by resolution of the governing body of Bartow County pursuant to the provisions of the Development Authorities Law (O.C.G.A. Section 36-62-1, *et seq.*), as amended (the "Act"). The Authority is a public body corporate and politic of the State of Georgia with power to perform acts in its corporate capacity and in its corporate name necessary and proper to carry out the purposes enumerated in the Act, including full power to authorize and to issue and deliver the Bonds and to perform all of its obligations under the Agreement and the Indenture.

The Authority has not and will not in the future monitor the financial condition of the Company or otherwise monitor payment of the Bonds or compliance with the documents relating thereto. Any commitment or obligation for continuing disclosure with respect to the Bonds or the Company has been undertaken solely by the Company.

The Authority may sell and deliver obligations other than the Bonds. These obligations will be secured by instruments separate and apart from the Indenture and the Agreement, and the holders of such other obligations of the Authority will have no claim on the security for the Bonds. Likewise, the Bondholders will have no claim on the security for such other obligations that may be issued by the Authority.

THE BONDS, TOGETHER WITH INTEREST AND PREMIUM, IF ANY, THEREON, SHALL CONSTITUTE LIMITED SPECIAL OBLIGATIONS OF THE AUTHORITY AND SHALL NEVER CONSTITUTE A DEBT OR A GENERAL OBLIGATION OF THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING BARTOW COUNTY, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING BARTOW COUNTY, OR A CHARGE AGAINST THE GENERAL CREDIT OR THE TAXING POWER OF ANY OF THEM. THE AUTHORITY HAS NO TAXING POWER.

USE OF BOND PROCEEDS

The proceeds received by the Authority from the sale of the Bonds, less the fees paid to the Underwriter (as defined herein) by the Company, will be deposited in the construction fund created for the Bonds under the Indenture

(the "Construction Fund"), to be used to pay or reimburse the Company for costs of the Project and certain costs incident to the sale and issuance of the Bonds. See "UNDERWRITING" for fees payable by the Company to the Underwriter.

It is anticipated that a total of approximately $575,000 will be expended by the Company from the proceeds of the Bonds for legal, accounting, rating agency, Authority and other fees in connection with the issuance of the Bonds.

THE BONDS

The Indenture provides that the method of determining the interest rate on the Bonds may be changed from time to time. This Official Statement is not intended to provide any information regarding the Bonds after the date, if any, on which the Bonds convert to bear interest, as permitted by the Indenture, at an interest rate other than the Daily Rate described herein. The Bonds are subject to mandatory tender for purchase on the effective date in the event of any such conversion. See "—Mandatory Tender for Purchase." Holders of the Bonds will have no right to retain the Bonds if the Company converts the interest rate determination method for the Bonds to another interest rate determination method.

Description

The Bonds will mature on the date set forth on the cover page of this Official Statement. Interest on the Bonds will initially be payable at a Daily Rate. The Company may change the interest rate determination method for the Bonds from time to time as described herein under "—Change in Interest Rate Determination Methods." A change in the interest rate determination method for the Bonds will result in the mandatory tender of the Bonds, as described herein under "—Mandatory Tender for Purchase."

The Bonds will initially be issued as fully registered bonds in denominations of $100,000 and integral multiples of $5,000 thereafter. The Bonds will initially be registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository (the "Securities Depository") for the Bonds and individual purchases of Bonds may be made in book-entry only form. So long as the Bonds are in book-entry only form, purchasers of Bonds will not receive certificates representing their interests in the Bonds purchased. So long as Cede & Co., as nominee of DTC, is the registered owner of such Bonds, references in this Official Statement to the Bondholders or registered owners or holders shall mean Cede & Co. and shall not mean the Beneficial Owners (as defined herein) of the Bonds.

So long as Cede & Co. is the registered owner of Bonds, principal of, premium, if any, on, purchase price of and interest on the Bonds are payable to Cede & Co., as nominee for DTC, which will, in turn, remit such amounts to the Direct or Indirect Participants (as defined herein) for subsequent disbursement to the Beneficial Owners. See "—Book-Entry System."

Barclays Capital Inc. has been appointed as remarketing agent (the "Remarketing Agent") for the Bonds under the Indenture. See "THE REMARKETING AGREEMENT."

Interest

While the Bonds bear interest at a Daily Rate, interest will be payable to the registered holder of the Bonds as of the Record Date (as defined herein) by check mailed by first-class mail on the Interest Payment Date (as defined herein) to such holder's registered address. When the Bonds are held in book-entry only form, such interest payments will be made to Cede & Co., as nominee of DTC, as record owner (see "—Book-Entry System") in accordance with DTC's procedures.

"Record Date" means, with respect to Bonds bearing interest at a Daily Rate, the last Business Day (as defined herein) of each month. "Business Day" means any day other than (i) a Saturday or Sunday, (ii) a day on which commercial banks in New York, New York, Atlanta, Georgia, or the city in which the designated corporate trust office of the Trustee is located, are authorized by law to close or (iii) a day on which the New York Stock Exchange or the Federal Reserve System is closed.

Interest on the Bonds will accrue from the first day of the month (unless no interest has been paid on the Bonds in which case interest shall accrue from the date of issuance) until the last day of the month and will be paid on the fifth Business Day of the following month (the fifth Business Day of each month, an "Interest Payment Date"). The first Interest Payment Date following the offering described herein will be December 7, 2022, which will relate to the period from November 4, 2022 through November 30, 2022. Interest will be computed on the basis of the actual number of days elapsed over a year of 365 days (366 days in leap years). Interest on overdue principal and, to the extent lawful, on overdue premium and interest will be payable at the rate on the Bonds on the day before the default occurred. While there exists an Event of Default under the Indenture, the interest rate on the Bonds will be the rate on the Bonds on the day before the Event of Default occurred.

The Remarketing Agent will set a Daily Rate on or before 10:00 a.m., New York City time, on each Business Day for that Business Day, except with respect to the initial Daily Rate, where the Remarketing Agent will set a Daily Rate on or before 5:00 p.m., New York City time, on the day before the date of original issuance and delivery of the Bonds. Each Daily Rate will be the minimum rate necessary (as determined by the Remarketing Agent based on the examination of tax-exempt obligations comparable to the Bonds known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions) for the Remarketing Agent to sell the Bonds on the day the Daily Rate is set at their principal amount (without regard to accrued interest). The Daily Rate for any non-Business Day will be the rate for the last day for which a rate was set.

Fallback Interest Period and Rate

If the appropriate Daily Rate is not or cannot be determined for any reason on any Business Day, the Bonds will remain in the Daily Rate determination method and the interest rate will be equal to the SIFMA Index Rate adjusted by the Spread (each as defined herein) or, if the SIFMA Index Rate is unavailable or the Spread cannot be determined, 90% of the 30-day Treasury rate as provided to the Trustee by the Remarketing Agent (in each case, the "Fallback Rate"), until such time as (i) the method of determining interest on the Bonds can be changed in accordance with the Indenture or (ii) a new Daily Rate is determined in accordance with the terms of the Indenture. On the first day the interest rate on the Bonds is determined at the Fallback Rate, the Remarketing Agent will determine the SIFMA Index Rate and the applicable Spread which will apply to the Bonds from such date through the next succeeding Wednesday (or, if earlier, until the last day on which the interest rate on the Bonds is determined at the Fallback Rate). Thereafter, while the Bonds continue to bear interest at the Fallback Rate, the Remarketing Agent will determine the SIFMA Index Rate and the Spread on each succeeding Wednesday (each, a "Fallback Reset Date"), or if such Fallback Reset Date is not a U.S. Government Securities Business Day (as defined herein), the next succeeding U.S. Government Securities Business Day, and such SIFMA Index Rate and Spread will apply from the Thursday following such Fallback Reset Date through the next Fallback Reset Date.

"SIFMA Index Rate" means, as of any date, the level of the most recently effective index rate which is compiled from the weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Bloomberg Financial L.P. which meets specific criteria established from time to time by the Securities Industry and Financial Markets Association (the "SIFMA") and is issued on Wednesday of each week or, if any Wednesday is not a U.S. Government Securities Business Day, the next succeeding U.S. Government Securities Business Day. If such index is no longer published or otherwise not available, the "SIFMA Index Rate" for any day will mean the level of the "S&P Municipal Bond 7-Day High Grade Rate Index" maintained by S&P Dow Jones Indices LLC, a division of S&P Global Inc., for a seven-day maturity as published on (i) the U.S. Government Securities Business Day immediately preceding the first day interest is determined on the Bonds at the Fallback Rate and (ii) each Wednesday during which the Bonds bear interest at the Fallback Rate (each, an "Adjustment Date"), or as most recently published prior to the Adjustment Date. If neither such index is any longer available, the "SIFMA Index Rate" will be the prevailing rate on an Adjustment Date determined most recently on or before the effective date of such index by the Remarketing Agent, in consultation with the Company, for tax-exempt state and local government bonds meeting the then-current SIFMA criteria.

"Spread" means the minimum number of basis points above or below the SIFMA Index Rate that would be necessary (as determined by the Remarketing Agent based on the examination of tax-exempt obligations comparable to the Bonds known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions) to allow the Remarketing Agent to sell the Bonds on the date and at the time of such determination at their principal amount (without regard to accrued interest) if the Bonds were being sold on such date.

"U.S. Government Securities Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which the SIFMA recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities or (c) a day on which the calculation agent is required or permitted by law to close.

Calculation and Notice of Interest

The Remarketing Agent will provide the Trustee and the Company with notice in writing or by Electronic Means (as defined herein) by 12:30 p.m., New York City time, on the first Business Day after a month in which interest on the Bonds was payable at a Daily Rate, of the Daily Rate for each day in such month, and on any Business Day preceding any redemption or purchase date, any interest rate requested by the Trustee in order to enable it to calculate the accrued interest, if any, due on such redemption or purchase date. Using the rates supplied by such notice, the Trustee will calculate the interest payable on the Bonds. The Trustee will confirm the effective interest rate in writing or by Electronic Means to any Bondholder who requests it in writing or by Electronic Means.

The setting of the rates by the Remarketing Agent and the calculation of interest payable on the Bonds by the Trustee as provided in the Indenture, absent manifest error, will be conclusive and binding on the Authority, the Company, the Trustee and the owners of the Bonds.

"Electronic Means" means facsimile transmission, email transmission or other similar electronic means of communication providing evidence of transmission, including a telephone communication confirmed by any other method set forth in this definition.

Security

The Bonds will be limited special obligations of the Authority, payable by the Authority solely from and secured by an assignment and pledge by the Authority to the Trustee of the trust estate, including the Authority's right to, among other things, payments by the Company pursuant to the Note.

The Authority will assign to the Trustee, for the benefit of the Bondholders, the trust estate, which includes all of its rights, title and interest in and to the Agreement and the Note and all amounts payable thereunder (except for certain amounts payable under the Agreement in respect of indemnification and certain fees and expenses), as well as its rights with respect to certain funds established under the Indenture. The payments by the Company under the Note are required to be made to the Trustee and to be equal, together with other moneys available therefor, to the amount of principal of, premium, if any, on, purchase price of and interest required to be paid on the Bonds, whether at stated maturity, upon redemption or declaration, or otherwise.

The Bonds and the interest thereon shall not be deemed to constitute a debt or general obligation or a pledge of the faith and credit of the State of Georgia or any political subdivision thereof, including Bartow County. Neither the State of Georgia nor any political subdivision thereof nor the Authority shall be obligated to pay the principal of, premium, if any, on, purchase price of and interest on the Bonds or other amounts due with respect thereto except from the revenues and receipts pledged therefor, and neither the faith and credit nor the taxing power of the State of Georgia or any political subdivision thereof, including Bartow County, is pledged to the payment of the principal of, the premium, if any, on, the purchase price of and the interest on the Bonds or other amounts due with respect thereto.

Redemption

Optional Redemption: The Bonds may be redeemed in whole or in part, at the option of the Company, on any Business Day, at a redemption price equal to 100% of the principal amount being redeemed plus accrued interest to, but not including, the date of redemption.

Extraordinary Optional Redemption: The Bonds are subject to redemption in whole at any time prior to maturity at the redemption price equal to 100% of the principal amount thereof plus accrued interest to, but not including, the date of redemption, but without premium, upon receipt by the Trustee and the Authority of a written notice from the Company stating that the Company has determined that:

(a) any federal, state or local body exercising governmental or judicial authority has taken any action which results in the imposition of unreasonable burdens or excessive liabilities with respect to the Project, rendering impracticable or uneconomical the operation of the Project, including, without limitation, the condemnation or taking by eminent domain of all or substantially all of the Project; or

(b) the Project has been damaged or destroyed to such an extent that it is not practicable or desirable to rebuild, repair or restore the Project.

Notice of Redemption: At least 20 days before the redemption date of any Bonds, the Trustee will mail a notice of redemption by first class mail, postage prepaid, to all registered owners of Bonds to be redeemed at their addresses as they appear on the registration books maintained by the Trustee. No further interest will accrue on the principal of any Bonds called for redemption as of and after the redemption date if notice has been duly given and payment of the redemption price thereof and accrued interest has been duly provided for, and the owners of such Bonds will have no rights with respect to such Bonds except to receive payment of the redemption price thereof and interest accrued to but not including the redemption date. With respect to an optional redemption of any Bonds under "*—Optional Redemption*" or "*—Extraordinary Optional Redemption,*" such notice may state that such redemption shall be conditional upon certain conditions being met on or prior to the date fixed for redemption. If such conditions are not met, such notice shall be of no force and effect, the Authority shall not redeem such Bonds, the redemption price shall not be due and payable and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

Partial Redemption: In the event of a redemption of less than all of the Bonds, the Trustee will select the Bonds to be redeemed by lot or other method it deems fair and appropriate, except that the Trustee will first select any Bonds owned by the Company or any of its nominees or held by the Trustee for the account of the Company or any of its nominees. The Trustee will make the selection from Bonds not previously called for redemption. For this purpose, the Trustee will consider each Bond in a denomination larger than the minimum denomination permitted by the Bonds at the time to be separate Bonds each in the minimum denomination.

Change in Interest Rate Determination Methods

Subject to satisfaction of certain conditions in the Indenture, the Bonds may be converted, at the option of the Company, to bear interest at a Modified Daily Rate, a Weekly Rate, a Commercial Paper Rate, an Adjusted Index Rate or a Long-Term Interest Rate, in such case, upon not less than 15 days' prior written notice to the owners of the Bonds. On the conversion date applicable to the Bonds, the Bonds shall be subject to mandatory tender for purchase at a purchase price equal to 100% of the principal amount thereof, plus accrued interest (see "—Mandatory Tender for Purchase"). It is currently anticipated that, should the Bonds be converted to bear interest at a new interest rate determination method, a reoffering memorandum or reoffering circular will be distributed describing the Bonds while they bear interest in such interest rate determination method. Holders of the Bonds will have no right to retain the Bonds if the Company converts the interest rate determination method for the Bonds to another interest rate determination method.

Optional Tender

While the Bonds bear interest at a Daily Rate, the holder of any Bond may elect to have its Bond (or any portion of its Bond equal to the lowest authorized denomination or whole multiples thereof) purchased by the Trustee at a purchase price equal to 100% of the principal amount thereof plus interest accrued to, but not including, the date of purchase, as described herein.

When interest on a Bond is payable at a Daily Rate and a book-entry system is in effect, a Beneficial Owner of such Bond (through its Direct Participant in the Securities Depository) may tender its interest in a Bond (or portion of Bond) by delivering an irrevocable written notice or an irrevocable telephone notice, promptly confirmed in writing or by Electronic Means, to the Trustee (any such telephone notice to be delivered to a responsible officer of the Trustee) and an irrevocable notice in writing or by Electronic Means to the Remarketing Agent, in each case prior to 11:00 a.m., New York City time, on a Business Day, stating the principal amount of the Bond (or portion of Bond) being tendered, payment instructions for the purchase price and the Business Day, which may be the date the notice is delivered, on which the Bond (or portion of Bond) is to be purchased. The Beneficial Owner shall effect delivery of such Bond by causing such Direct Participant to transfer its interest in the Bond equal to such Beneficial Owner's

interest on the records of the Securities Depository to the participant account of the Trustee or its agent with the Securities Depository. Any notice received by the Trustee after 11:00 a.m., New York City time, will be deemed to have been given on the next Business Day.

When interest on a Bond is payable at a Daily Rate and a book-entry system is not in effect, a holder of a Bond may tender the Bond (or portion of Bond) by delivering (i) the notices described above (which must include the certificate number of the Bond) and (ii) the Bond to the Trustee by 1:00 p.m., New York City time, on the date of purchase.

Payment of the purchase price of Bonds to be purchased upon optional tender as described above will be made by the Trustee in immediately available funds by the close of business on the date of purchase.

Bonds for which the owners have given notice of tender for purchase but which are not delivered on the tender date shall be deemed tendered. Bonds tendered for purchase on a date after a call for redemption has been given but before the redemption date will be purchased pursuant to the tender.

Notice in respect of tenders and Bonds tendered must be delivered as follows:

Trustee
U.S. Bank Trust Company, National Association
Global Corporate Trust Services
111 Fillmore Avenue E
St. Paul, MN 55107
Attention: Specialized Finance
Telephone: (800) 934-6802
Email: tender.notifications@usbank.com

Remarketing Agent
Barclays Capital Inc.
745 Seventh Avenue, 2nd Floor
New York, New York 10019
Attention: Municipal Short-Term Products
Telephone: (212) 528-1011
Email: MuniVDRN@barclayscapital.com

Irrevocability

Each notice of tender by a Bondholder, whether delivered in writing or by Electronic Means, will automatically constitute an irrevocable tender for purchase of the Bond (or portion thereof) to which the notice relates on the purchase date at a price equal to 100% of the principal amount of such Bond (or portion thereof) plus any interest thereon accrued and unpaid as of the purchase date. The determination of the Trustee as to whether a notice of tender has been properly delivered will be conclusive and binding upon the Bondholders.

Unless the Bonds are held in DTC's book-entry system, the Trustee may refuse to accept delivery of any Bond for which a proper instrument of transfer has not been provided. If any owner of a Bond who gave notice fails to deliver its Bond to the Trustee at the place and on the applicable date and time specified, or fails to deliver its Bond properly endorsed and moneys for the payment of such Bond are on deposit with the Trustee, such Bond shall constitute an undelivered Bond and interest shall cease to accrue on such Bond as of the tender date and such owner shall have no right under the Indenture other than the right to receive payment of the tender price thereof.

Remarketing and Purchase

Except to the extent the Company directs the Remarketing Agent not to remarket the Bonds and except as otherwise provided in the Indenture, the Remarketing Agent will offer for sale and use reasonable efforts to sell all Bonds tendered for purchase at a price equal to 100% of the principal amount thereof plus accrued interest, if any, to the purchase date. The Trustee will pay the purchase price of the Bonds tendered for purchase first from the proceeds of the remarketing of such Bonds and, if such remarketing proceeds are insufficient, from moneys made available by the Company pursuant to the Agreement and the Note. The Company is obligated under the Agreement and the Note to purchase any Bonds tendered for purchase to the extent such Bonds have not been remarketed. See "THE REMARKETING AGREEMENT."

Although it is not obligated to do so, the Company currently expects that it will, at all times while the Bonds may be tendered for purchase, maintain arrangements for a line or lines of credit or similar facility or facilities with such banks or other lenders as the Company may determine in its sole discretion to provide for the Company's sole benefit liquidity support for its unconditional obligation to purchase Bonds.

Mandatory Tender for Purchase

The Bonds are subject to mandatory tender for purchase, upon 15 days' notice to the Bondholders, at a purchase price equal to 100% of the principal amount thereof, plus accrued interest to, but not including, the purchase date, on the effective date of any conversion of the interest rate determination method for the Bonds. See "—Change in Interest Rate Determination Methods." If the Bonds are purchased by the Company, such Bonds remain outstanding and may be offered for sale in a different interest rate determination method pursuant to the terms of the Indenture.

In the event that notice is given of a mandatory tender for purchase of the Bonds, each Bondholder, in order to receive payment of the tender price for the Bonds owned by such owner, must deliver such Bonds in accordance with the instructions provided in such notice of mandatory tender for purchase. In the event that a Bondholder shall fail to tender any such Bond as required by such notice, such Bond shall nevertheless be deemed to have been tendered for purchase if moneys are available for the payment of the tender price thereof, and the Trustee shall hold the tender price for such Bond uninvested and without any further liability for interest thereon until such Bond is tendered as provided in such notice.

Special Considerations Relating to the Bonds

The Remarketing Agent is Paid by the Company

The Remarketing Agent's responsibilities include determining the interest rate from time to time and remarketing Bonds that are optionally or mandatorily tendered by the owners thereof (subject, in each case, to the terms of the Remarketing Agreement (as defined herein)), all as further described in this Official Statement. The Remarketing Agent has been appointed by the Company and will be paid by the Company for its services. As a result, the interests of the Remarketing Agent may differ from those of existing holders and potential purchasers of Bonds.

The Remarketing Agent Routinely Purchases Bonds for its Own Account

The Remarketing Agent acts as remarketing agent for a variety of variable rate demand obligations and, in its sole discretion, routinely purchases such obligations for its own account in order to achieve a successful remarketing of the obligations (i.e., because there are otherwise not enough buyers to purchase the obligations) or for other reasons. The Remarketing Agent is permitted, but not obligated, to purchase tendered Bonds for its own account and, if it does so, it may cease doing so at any time without notice. The Remarketing Agent may also make a market in the Bonds by routinely purchasing and selling Bonds other than in connection with an optional or mandatory tender for purchase and remarketing. Such purchases and sales may be at or below par. However, the Remarketing Agent is not required to make a market in the Bonds. The Remarketing Agent may also sell any Bonds it has purchased to one or more affiliated investment vehicles for collective ownership or enter into derivative arrangements with affiliates or others in order to reduce its exposure to the Bonds. The purchase of Bonds by the Remarketing Agent may create the appearance that there is greater third party demand for the Bonds in the market than is actually the case. The practices described above also may result in fewer Bonds being tendered in a remarketing.

The Bonds May be Offered at Different Prices on Any Date Including an Interest Rate Determination Date

Pursuant to the Indenture, the Remarketing Agent is required to determine the applicable rate of interest that, in its judgment, is the minimum rate necessary (as determined by the Remarketing Agent based on the examination of tax-exempt obligations comparable to the Bonds known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions) for the Remarketing Agent to sell the Bonds on the day the rate is set at their principal amount (without regard to accrued interest). The interest rate will reflect, among other factors, the level of market demand for the Bonds (including whether the Remarketing Agent is willing to purchase Bonds for its own account). The Indenture will require that the Remarketing Agent use its reasonable efforts to sell tendered Bonds at par, plus accrued interest, if any. There may or may not be Bonds tendered and remarketed on a day that the interest rate on the Bonds is set, the Remarketing Agent may or may not be able to remarket any Bonds tendered for purchase on such date at par and the Remarketing Agent may sell Bonds at varying prices to different investors on such date or any other date. The Remarketing Agent is not obligated to advise purchasers in a remarketing if it does not have third-party buyers for all of the Bonds at the remarketing price.

Secondary Market Transactions

In the event the Remarketing Agent owns any Bonds for its own account, it may, in its sole discretion in a secondary market transaction outside the tender process, offer such Bonds on any date, including the day that the interest rate on the Bonds is set, at a discount to par to some investors.

The Ability to Sell the Bonds other than through the Tender Process May Be Limited

The Remarketing Agent may buy and sell Bonds other than through the tender process. However, it is not obligated to do so and may cease doing so at any time without notice and may require holders that wish to tender their Bonds to do so through the Trustee with appropriate notice. Thus, investors who purchase the Bonds, whether in a remarketing or otherwise, should not assume that they will be able to sell their Bonds other than by tendering the Bonds in accordance with the tender process set forth in the Indenture.

Under Certain Circumstances, the Remarketing Agent May Be Removed, Resign or Cease Remarketing the Bonds, Without a Successor Being Named

Under certain circumstances, the Remarketing Agent may be removed or have the ability to resign or cease its remarketing efforts, without a successor having been named, subject to the terms of the Remarketing Agreement and the Indenture.

Book-Entry System

DTC will act as the initial Securities Depository for the Bonds. The Bonds will be issued only as fully-registered bonds registered in the name of Cede & Co., DTC's nominee, or such other name as may be requested by an authorized representative of DTC. One fully-registered global bond certificate will be issued for the Bonds, representing the total principal amount of the Bonds, and will be deposited with the Trustee on behalf of DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended (the "1934 Act"). DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants" and, together with the Direct Participants, the "Participants"). The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission (the "Commission"). More information about DTC can be found at www.dtcc.com. The contents of such website do not constitute a part of this Official Statement.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchases. Beneficial Owners, however, are expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participants through which the Beneficial Owner purchased the Bonds. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any changes in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds. DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Although voting with respect to the Bonds is limited, in those cases where a vote is required, neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Company or the Trustee on the relevant payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Direct or Indirect Participant and not of DTC, the Company, the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) are the responsibility of the Trustee, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursements of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Direct or Indirect Participant, to the Remarketing Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Direct or Indirect Participant's interest in the Bonds, on DTC's records, to the Remarketing Agent. The requirement for physical delivery of the Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Remarketing Agent's DTC account.

DTC may discontinue providing its services as Securities Depository with respect to the Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor Securities Depository is not obtained, certificated Bonds will be required to be printed and delivered to the holders of record. Additionally, the Company may decide to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository) with respect to the Bonds. The Company understands, however, that under current industry practices, DTC would notify its Direct or Indirect Participants of the Company's decision but will only withdraw beneficial interests from a global Bond at the request of each Direct or Indirect Participant. In that event, certificates for the Bonds will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority, the Company, the Underwriter and the Trustee believe to be reliable, but none of the Authority, the Company, the Trustee or the Underwriter takes any responsibility for the accuracy thereof. None of the Authority, the Company, the Underwriter or the Trustee has any responsibility for the performance by DTC or its Direct or Indirect Participants of their respective obligations as described herein or under the rules and procedures governing their respective operations.

In the event that the book-entry system is discontinued, a Bondholder may transfer or exchange the Bonds in accordance with the Indenture. The Trustee will require a Bondholder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture.

Except in connection with the purchase of Bonds tendered for purchase, the Trustee is not required to transfer or exchange any Bond which has been called for redemption or during the period beginning on the date of mailing a notice of redemption of the Bonds or any portion of the Bonds and ending on the redemption date. In addition, in case of such discontinuance, an additional or co-paying agent may be designated.

THE AGREEMENT

Issuance of the Bonds; Construction of the Project

The Authority will issue the Bonds and loan the proceeds of the sale thereof to the Company, which proceeds will be applied as described herein under "USE OF BOND PROCEEDS." The Company agrees to cause the Project to be acquired, constructed, installed and equipped substantially in accordance with the plans and specifications as provided in the Agreement.

The Trustee is authorized under the Indenture to make payments from the Construction Fund to pay the Cost of Construction, as defined in the Agreement, or to reimburse the Company for any Cost of Construction paid or incurred by the Company, upon the receipt of requisitions of the Company. The Agreement provides that if the Company should pay any excess Cost of Construction, it shall not be entitled to any diminution of the amounts payable by it under the Note and the Agreement.

Repayment of the Loan and Other Amounts Payable

In order to evidence the Loan and the Company's obligation to repay the same, the Company will issue the Note in the same aggregate principal amount as the Bonds and having the same stated maturity and interest rate. Pursuant to the Note, the Company will pay to the Trustee, as assignee of the Authority, amounts which, and at or before times which, shall correspond to the payments in respect of the principal of, premium, if any, on, interest on and the purchase price of the Bonds whenever and in whatever manner the same shall become due, whether at stated maturity, upon redemption or declaration or otherwise. The Company will also pay the purchase price of Bonds required to be purchased under the terms of the Indenture to the extent there are no remarketing proceeds to pay such amounts. In the event there are available moneys on deposit with the Trustee with respect to the Bonds on any payment date, such moneys will be credited against the payment then due.

The Company will also pay the fees, charges and reasonable expenses of the Trustee, any paying agents and any tender agents under the Indenture, any expenses in connection with any redemption of the Bonds and any arbitrage rebate requirement.

Term of Agreement

The Agreement shall continue in full force and effect until such time as all of the outstanding Bonds have been fully paid or provision has been made for such payment in accordance with the terms of the Indenture, whichever shall be earlier, and the fees and expenses of the Trustee, the Authority, any paying agents and any tender agents and all other amounts payable by the Company under the Agreement and the Note shall have been paid.

Obligations of the Company Unconditional

The Company agrees that its obligations to make payments pursuant to the Note and to perform and observe the other agreements on its part contained in the Agreement are absolute and unconditional notwithstanding, among other things, any changes in the tax law or other law of the United States of America, the State of Georgia or any political subdivision of either thereof or any failure by the Authority to perform its obligations under the Agreement.

Assignment and Pledge

The Authority will assign to the Trustee a security interest in all of its rights, title and interest in, to and under the Note and the Agreement and all amounts payable thereunder (except for certain payments under the Agreement in respect of indemnification and certain fees and expenses) and amounts held in the bond fund created under the Indenture (the "Bond Fund") and the Construction Fund. The Company will assent to such assignment and will agree that, as to the Trustee, its obligation to make payments will be absolute and not subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach by the Authority or the Trustee of any obligation to the Company, whether under the Agreement or otherwise, or out of any indebtedness or liability at any time owing to the Company by the Authority or the Trustee.

Consolidation, Merger or Sale of Assets

The Company may consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States of America or under the laws of the United States of America) or permit other corporations to consolidate with or merge into it, or sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve; provided, in the event the Company is not the surviving, resulting or transferee corporation, that the surviving, resulting or transferee corporation assumes, accepts and agrees in writing to pay and perform all of the obligations of the Company under the Agreement and the Note and is incorporated in or qualified to do business in Georgia as a foreign corporation and that such consolidation, merger or transfer of assets does not result in the loss of the exclusion from gross income for federal income tax purposes of interest on the outstanding Bonds. The term "corporation" includes corporations, partnerships, limited partnerships, limited liability partnerships, limited liability companies, associations, companies, statutory trusts and business trusts.

Defaults and Remedies; Force Majeure

The Agreement provides that the happening of one or more of the following events will constitute an "Event of Default" under the Agreement: (a) failure by the Company to pay when due the amounts required to be paid pursuant to the Note, which failure, in the case of such amounts in respect of interest on any Bond, continues for two days; (b) failure by the Company to pay within 30 days of the date due any other amounts required to be paid pursuant to the Agreement; (c) failure by the Company to observe and perform any other of its covenants, conditions or agreements under the Agreement for a period of 90 days after written notice from the Authority or the Trustee, unless extended; and (d) certain events of bankruptcy, insolvency, dissolution, liquidation, winding-up, reorganization or other similar events of the Company.

Under the terms of the Agreement, certain of the Company's obligations referred to in clause (c) of the preceding paragraph may be suspended if by reason of force majeure (as defined in the Agreement) the Company is unable to carry out such obligations.

Whenever an Event of Default shall have occurred and be continuing, the Trustee, as assignee of the Authority, may (a) by written notice to the Company, declare all amounts payable pursuant to the Note to be immediately due and payable and (b) take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Note or to enforce performance and observance of any obligation, agreement or covenant of the Company under the Agreement.

Any amounts collected pursuant to any above action taken will be deposited with the Trustee and applied in accordance with the provisions of the Indenture, or, if the Bonds have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture) and the fees and expenses of the Trustee, the paying

agents and the tender agents and all other amounts required to be paid under the Indenture shall have been paid, returned to the Company.

Amendment of the Agreement

Prior to the payment of the Bonds in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), the Agreement may not be terminated and may not be effectively amended except by written agreement in accordance with the Indenture. See "THE INDENTURE—Amendment of the Agreement."

THE INDENTURE

Construction Fund

The proceeds from the sale of the Bonds will be deposited in the Construction Fund. Such proceeds and any other moneys deposited in the Construction Fund shall be applied to the payment of, or reimbursement to the Company for, the cost of financing the acquisition, construction, installation and equipping of the Project and to pay all or a portion of the costs of issuance of the Bonds. See "THE AGREEMENT — Issuance of the Bonds; Construction of the Project."

The Indenture provides that upon completion of the Project any moneys remaining in the Construction Fund shall (1) be used to redeem outstanding Bonds in accordance with the Indenture or (2) be used for any other purpose which, in the opinion of nationally recognized counsel experienced on the subject of municipal bonds, is permissible under Georgia law and will not cause the loss of the exclusion from gross income for federal income tax purposes of the interest on the Bonds. Amounts approved by the Company, however, shall be retained by the Trustee in the Construction Fund for payment of any Cost of Construction not then due and payable or which is in dispute.

Permitted Investments

Except as otherwise provided in the Indenture, any moneys held by the Trustee shall be invested and reinvested by the Trustee, at the written direction of the Company to the extent permitted by law, in: (a) bonds or obligations of the State of Georgia (the "State") or other states, or of counties, municipal corporations or political subdivisions of the State; (b) bonds or other obligations of the United States or of subsidiary corporations of the United States Government which are fully guaranteed by such government; (c) obligations of and obligations guaranteed by agencies or instrumentalities of the United States Government, including those issued by the Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, Bank for Cooperatives and any other such agency or instrumentality; provided, however, that all such obligations shall have a current credit rating from a nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market; (d) bonds or other obligations issued by any Public Housing Agency or Municipal Corporation in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States Government, or project notes issued by any public housing agency, urban renewal agency or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan or payment agreement with the United States Government; (e) certificates of deposit of national or state banks located within the State which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan associations located within the State which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association or building and loan association acting as depositary, custodian or trustee for any such bond proceeds; provided, however, that the portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit, with the Federal Reserve Bank of New York, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State or with a trust office within the State, of one or more the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State or other states or of any county or municipal corporation in the State, obligations of the United States or subsidiary corporations included in clause (b) above, obligations of the agencies and instrumentalities of the

United States Government included in clause (c) above or bonds, obligations or project notes of public housing agencies, urban renewal agencies or municipalities included in clause (d) above; (f) securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as: (i) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in clause (b) and (c) above and repurchase agreements fully collateralized by any such obligations; (ii) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian; (iii) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and (iv) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State; (g) interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least $50,000,000 or with any government bond dealer reporting to, trading with and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least $50,000,000 or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956; provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement or other similar banking arrangement shall permit the money so placed to be available for use at the time provided with respect to the investment of reinvestment of such moneys; and (h) any other investments to the extent at the time permitted by then applicable law for the investment of public funds.

Default Under the Indenture

The following shall be "Events of Default" under the Indenture:

(a) default in the payment of any interest on any Bond outstanding under the Indenture when due and as the same shall become due and payable, which default continues for two days;

(b) default in the due and punctual payment of principal on any Bond when due and payable, whether at maturity, upon redemption or by declaration or otherwise;

(c) default in the due and punctual payment of the purchase price of any Bond required to be purchased in accordance with its terms; and

(d) the occurrence and continuance of an "Event of Default" under the Agreement.

Remedies Under the Indenture

Upon the occurrence of an Event of Default, the Trustee may, and upon written request of the holders of not less than 25% in aggregate principal amount of the Bonds then outstanding shall, by notice in writing to the Authority and the Company, declare the principal of all Bonds then outstanding and the interest accrued thereon immediately due and payable.

If, after the principal of the Bonds and the accrued interest thereon have been declared due and payable, all arrears of interest and interest on overdue installments of interest, if lawful, and principal and premium, if any, having become due other than by acceleration are paid by the Authority, and the Authority also performs all other things in respect of which it may have been in default under the Indenture and pays the reasonable fees, charges, costs and expenses of the Trustee and other costs, the Trustee shall annul such declaration and such annulment shall be binding upon all holders of the Bonds issued under the Indenture; but no such annulment shall extend to or affect any subsequent default or impair any right or remedy consequent thereon.

If an Event of Default occurs and is continuing, subject to the Indenture, the Trustee before or after declaring the principal of the Bonds and the interest accrued thereon immediately due and payable may, and upon the written request of the holders of not less than 25% in aggregate principal amount of the Bonds then outstanding shall, by notice in writing delivered to the Authority and the Company, pursue any available remedy, including appointment of a receiver, by proceeding at law or in equity available to the Trustee under the Agreement or the Note to collect the

principal of or interest on the Bonds or to enforce the performance of any provision of the Bonds, the Indenture, the Agreement or the Note. The Trustee, as the assignee of all the rights, title and interest of the Authority in and to the Agreement and the Note, may enforce each and every right granted to the Authority under the Agreement and the Note. In exercising such rights and the rights given the Trustee under the Indenture, the Trustee shall take such action as, in the judgment of the Trustee applying the standards described in the Indenture, would best serve the interests of the Bondholders. If any Event of Default has occurred and is continuing, the Trustee in its discretion may, and upon the written request of the holders of not less than 25% in aggregate principal amount of the Bonds then outstanding shall, by notice in writing delivered to the Authority and the Company and receipt of indemnity to its satisfaction, in its own name: (a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Bondholders, including the right to require the Authority to enforce any rights under the Agreement and the Note and to require the Authority to carry out any other provisions of the Indenture for the benefit of the Bondholders and to perform its duties under the Act; (b) bring suit upon the Bonds; (c) by action or suit in equity require the Authority to account as if it were the trustee of an express trust for the Bondholders; or (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders.

No remedy conferred upon or reserved to the Trustee or to the Bondholders by the terms of the Indenture is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders under the Indenture or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and every such right and power may be exercised from time to time as often as may be deemed expedient. No waiver of any default or Event of Default under the Indenture, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Upon the occurrence and continuance of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders under the Indenture, the Trustee shall be entitled as a matter of right to the appointment of a receiver or receivers of the trust estate with such powers as the court making such appointment shall confer.

In the event of a bankruptcy or reorganization of the Company, the Trustee may file a proof of claim on behalf of all Bondholders with respect to the obligations of the Company pursuant to the Agreement and the Note.

A Bondholder may not pursue any remedy with respect to the Indenture or the Bonds unless (a) the Bondholder gives the Trustee written notice stating that an Event of Default is continuing, (b) the holders of at least 25% in principal amount of the Bonds then outstanding make a written request to the Trustee to pursue the remedy, (c) such Bondholder or Bondholders offer to the Trustee indemnity satisfactory to the Trustee against any loss, liability, cost or expense (including reasonable attorney's fees, costs and expenses) and (d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity. Nothing contained in the Indenture shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, on and interest on any Bond at and after the stated maturity thereof.

A Bondholder may not use the Indenture to prejudice the rights of another Bondholder or to obtain a preference or priority over the other Bondholders.

Notwithstanding any other provision of the Indenture, the right of any Bondholder to receive payment of principal of and interest on a Bond, on or after the due dates expressed in the Bond, or the purchase price of a Bond on or after the date for its purchase as provided in the Bond, or to bring suit for the enforcement of any such payment on or after such dates, shall not be impaired or affected without the consent of the Bondholder.

Waivers of Events of Default

The holders of a majority in principal amount of the Bonds then outstanding, by written notice to the Trustee, may waive an existing Event of Default and its consequences. When an Event of Default is waived, it is cured and stops continuing, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent to it. The holders of a majority in principal amount of the Bonds then outstanding may, in writing, direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any

trust or power conferred on it. However, the Trustee, upon the advice of counsel, may refuse to follow any direction that conflicts with law or the Indenture or that the Trustee determines is unduly prejudicial to the rights of other Bondholders, or would subject the Trustee to personal liability.

Defeasance

Any Bond will be deemed paid for all purposes of the Indenture when (a) payment of the principal of and interest (which shall be calculated at 15% per annum or, to the extent the maximum rate permitted by applicable law becomes less than 15% per annum, then the maximum rate permitted by applicable law) on the Bond to the due date of such principal and interest (whether at maturity, upon redemption or otherwise) or the payment of the purchase price either (1) has been made in accordance with the terms of the Bonds or (2) has been provided for by depositing with the Trustee in trust (A) moneys in an amount which are sufficient to make such payment or purchase or (B) Government Obligations maturing as to principal and interest in such amounts and at such times as will insure, without any further reinvestment, the availability of sufficient moneys to make such payment or purchase, and (b) all compensation and reasonable costs and expenses of the Trustee pertaining to each Bond in respect of which such deposit is made have been paid or provided for to the Trustee's satisfaction. For purposes of determining the sufficiency of any deposit of moneys or Government Obligations pursuant to this paragraph, any Bond which at the time may be tendered by the owner of such Bond at such owner's option shall be considered to be tendered on each date on which such Bond may be tendered. When a Bond is deemed paid, it will no longer be secured by or entitled to the benefits of the Indenture or be an obligation of the Authority and shall be payable solely from the moneys or Government Obligations described above under clause (a)(2), except that such Bond may be tendered if and as provided in the Bonds and it may be registered as transferred, exchanged, registered, discharged from registration or replaced as provided in the Indenture.

Notwithstanding the foregoing, upon the deposit of funds or Government Obligations under clause (a)(2) in the above paragraph, the purchase price of tendered Bonds shall be paid from the sale of Bonds under the Indenture, unless the Company provides instructions to the Trustee in writing to purchase such Bonds from moneys deposited with the Trustee for cancellation. If payment of such purchase price is not made from the sale of Bonds pursuant to the Indenture, payment shall be made from funds (or Government Obligations) on deposit pursuant to the Indenture without the need of any further instruction or direction by the Company, in which case such Bonds shall be surrendered to the Trustee and cancelled.

Notwithstanding the foregoing, no deposit under clause (a)(2) in the first paragraph above shall be deemed a payment of a Bond until (1) the Company has furnished the Trustee and the Authority a Favorable Opinion of Tax Counsel to the effect that (a) the deposit of such cash or Government Obligations will not cause the Bonds to become "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and (b) all of the conditions precedent to the defeasance of the Bonds have been complied with and (2) (a) notice of redemption of the Bond is given in accordance with the Indenture or, if the Bond is not to be redeemed or paid within the next 60 days, until the Company has given the Trustee, in form satisfactory to the Trustee, irrevocable instructions (i) to notify, as soon as practicable, the owner of the Bond, in accordance with the Indenture, that the deposit required by clause (a)(2) in the first paragraph above has been made with the Trustee and that the Bond is deemed to be paid under the Indenture and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of the Bond, premium, if any, on and interest on such Bond, if the Bond is to be redeemed rather than paid and (ii) to give notice of redemption not less than 20 nor more than 60 days prior to the redemption date for such Bond or (b) the maturity of the Bond.

"Government Obligations" means (i) noncallable direct obligations of the United States for which its full faith and credit are pledged, (ii) noncallable obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States, the timely payment of which is unconditionally guaranteed as a full faith and credit obligation of the United States or (iii) securities or receipts evidencing ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (i) or (ii).

Amendment of the Indenture

Any amendment of or supplement to the Indenture will be effected by a supplemental indenture entered into by the Authority and the Trustee. The Authority and the Trustee may enter into supplemental indentures without notice to or the consent of any Bondholder for the following purposes: (a) to cure any ambiguity, inconsistency,

formal defect or omission; (b) to grant to the Trustee for the benefit of the Bondholders additional rights, remedies, powers or authority; (c) to subject to the Indenture additional collateral or to add other agreements of the Authority; (d) to modify the Indenture or the Bonds to permit qualification under the Trust Indenture Act of 1939, as amended, or any similar federal statute at the time in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States; (e) to authorize different authorized denominations of the Bonds and to make correlative amendments and modifications to the Indenture regarding exchangeability of the Bonds of different authorized denominations, redemptions of portions of the Bonds of particular authorized denominations and similar amendments and modifications of a technical nature; (f) to increase or decrease the number of days specified for the giving of notices of mandatory tender and to make corresponding changes to the period for notice of redemption of the Bonds; (g) to provide for an uncertificated system of registering the Bonds or to provide for the change to or from a book-entry system for the Bonds; (h) to evidence the succession of a new Trustee or the appointment by the Trustee or the Authority of a co-trustee; (i) to make any change that does not materially adversely affect the rights of any Bondholder; or (j) to make any other changes to the Indenture that take effect as to any or all remarketed Bonds following a mandatory tender.

Except for supplemental indentures entered into for the purposes described in the preceding paragraph, the Indenture will not be amended or supplemented without the consent of the holders of at least a majority in aggregate principal amount of the Bonds at the time outstanding thereunder; provided that without the consent of each Bondholder affected thereby, no amendment or supplement may: (a) extend the maturity of the principal of, or interest on, any Bond; (b) reduce the principal amount of, or rate of interest on, any Bond; (c) effect a privilege or priority of any Bond or Bonds over any other Bond or Bonds; (d) reduce the percentage of the principal amount of the Bonds required for consent to such amendment or supplement; (e) impair the exclusion from federal gross income of interest on any Bond; (f) eliminate the holders' rights to tender the Bonds, or any mandatory redemption of the Bonds, extend the due date for the purchase of Bonds tendered by the holders thereof or call for mandatory redemption or reduce the purchase or redemption price of such Bonds; (g) create a lien ranking prior to or on a parity with the lien of the Indenture on the property described in the Granting Clause of the Indenture; or (h) deprive any Bondholder of the lien created by the Indenture on such property. In addition, if moneys or Government Obligations have been deposited or set aside with the Trustee for the payment of Bonds as described herein under "—Defeasance" and those Bonds shall not have in fact been actually paid in full, no amendment to the defeasance provisions of the Indenture shall be made without the consent of the holder of each of those Bonds affected.

Amendment of the Agreement

The Authority may enter into, and the Trustee may consent to, any amendment of or supplement to the Agreement or the Note, or may waive compliance by the Company of any provision of the Agreement or the Note, in each case without notice to or consent of any Bondholder, if the amendment, supplement or waiver is required or permitted (a) by the provisions of the Agreement or the Indenture; (b) to cure any ambiguity, inconsistency, formal defect or omission; (c) to identify more precisely the Project; (d) in connection with any authorized amendment of or supplement to the Indenture; or (e) to make any change that in the judgment of the Trustee, with the advice of counsel, does not materially adversely affect the rights of any Bondholder.

Any other amendment or supplement to the Agreement or the terms of the Note may be made only with the consent of the holders of at least a majority in aggregate principal amount of the Bonds at the time outstanding.

THE TRUSTEE

The Company maintains deposit accounts and other normal banking relationships with affiliates of the Trustee and borrows from affiliates of the Trustee from time to time. The Trustee serves as trustee under other indentures providing for certain tax-exempt bonds for the benefit of the Company.

THE REMARKETING AGREEMENT

Barclays Capital Inc. has been appointed as the Remarketing Agent for the Bonds. If, and to the extent the Company directs the Remarketing Agent to remarket Bonds delivered for purchase pursuant to the Indenture, the Remarketing Agent, pursuant to and subject to the provisions of a remarketing agreement with the Company (the

"Remarketing Agreement"), will offer for sale and use reasonable efforts to sell such Bonds at a price equal to 100% of the principal amount thereof plus accrued interest, if any, to the purchase date. The Remarketing Agent may resign by giving notice to the Authority, the Company and the Trustee (such resignation will be effective upon the appointment of a successor remarketing agent or 30 days after such notice has been sent) and may suspend remarketing upon the occurrence of certain events. The Company may remove the Remarketing Agent at any time upon 30 days' notice and appoint a successor by notifying the Remarketing Agent, the Authority and the Trustee.

UNDERWRITING

Barclays Capital Inc. (the "Underwriter") has agreed, subject to certain conditions, to purchase the Bonds from the Authority at a purchase price of $99,875,000 (which represents 100% of the aggregate principal amount of the Bonds less the Underwriter's fee of $125,000).

The Underwriter has agreed to purchase the Bonds subject to all the terms and conditions of a Purchase Contract with the Authority. The nature of the Underwriter's obligations is such that it must purchase all of the Bonds if any Bonds are purchased. The Company will agree to indemnify the Underwriter against certain civil liabilities, including liabilities under federal securities laws.

The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the public offering price stated on the cover page of this Official Statement. After the initial public offering, the public offering price may be changed from time to time.

In connection with this offering and in compliance with applicable law and industry practice, the Underwriter may overallot or effect transactions which stabilize, maintain or otherwise affect the market price of the Bonds at levels above those which might otherwise prevail in the open market, including by entering stabilizing bids. A stabilizing bid means the placing of any bid, or the effecting of any purchase, for the purpose of pegging, fixing or maintaining the price of a security. In general, purchases of a security for the purpose of stabilization could cause the price of the security to be higher than it might be in the absence of such purchases.

None of the Authority, the Company or the Underwriter makes any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the Bonds. In addition, none of the Authority, the Company or the Underwriter makes any representation that the Underwriter will engage in such transactions or that such transactions, once commenced, will not be discontinued without notice.

In the ordinary course of their respective businesses, the Underwriter and its affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with the Company and its affiliates for which they have received and will receive customary compensation.

TAX EXEMPTION

In the opinion of Murray Barnes Finister LLP ("Bond Counsel"), which will be dated the date of issuance of the Bonds, under existing statutes, rulings and court decisions, and under applicable regulations and proposed regulations, interest on the Bonds is not includable in gross income for federal income tax purposes except for interest on any Bond for any period during which such Bond is held by a "substantial user" of the Project or a "related person" within the meaning of Section 147(a) of the Code. The opinion of Bond Counsel will state that the interest on the Bonds is included as an item of tax preference in computing the federal alternative minimum tax for individuals, and such interest is taken into account in determining the annual adjusted financial statement income of certain corporations (as defined for federal income tax purposes) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. No opinion will be expressed with respect to any other federal tax consequences of the receipt or accrual of interest on, or ownership of, the Bonds. Bond Counsel has not undertaken to notify the Authority, the Trustee, the Company, the Underwriter or the owners of the Bonds of any change in law or fact after the date of such opinion which might affect any of the opinions expressed therein.

Contemporaneously with the sale and issuance of the Bonds, the Authority is selling and issuing its $100,000,000 Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022 (the "Second Series 2022 Bonds") for the purposes of (a) financing, in whole or in part, the cost of the acquisition, construction, installation and equipping of additions, extensions and improvements to the Project, (B) paying or reimbursing the Company for costs of the Project, and (C) paying all or a portion of the costs of issuing the Second Series 2022 Bonds. Under the provisions of the Code and the applicable Treasury Regulations, the Bonds and the Second Series 2022 Bonds (collectively, the "Composite Bonds") may be deemed to be a single series of obligations for certain purposes under the Code and the applicable Treasury Regulations, and the exclusion from gross income for federal income tax purposes of the interest of each series of the Composite Bonds may be dependent on whether the interest on the other series of Composite Bonds is excluded from gross income for federal income tax purposes. Bond Counsel is delivering an opinion for the Second Series 2022 Bonds, dated the date of issuance of the Second Series 2022 Bonds, substantially to the same effect as the opinion being delivered with respect to the Bonds.

In concluding that the interest on the Bonds is excluded from gross income for federal income tax purposes, Bond Counsel will (i) rely as to certain factual matters upon representations and certifications of the Company and the Authority with respect to the use of the proceeds of the Composite Bonds, the design, scope, function, cost and reasonable economic useful life of the Project and the relationship of the Project to the Plant, without undertaking to verify the same by independent investigation, and (ii) assume continued compliance by the Authority and the Company with their respective covenants relating to the use of the proceeds of the Composite Bonds and compliance with other requirements of the Code. The inaccuracy of any such representations or noncompliance with such covenants may cause interest on the Bonds to become includable in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds.

Ownership of the Bonds may result in other collateral federal income tax consequences to certain taxpayers, including, without limitation, banks, thrift institutions and other financial institutions, foreign corporations which conduct a trade or business in the United States, property and casualty insurance corporations, S corporations, individual recipients of social security or railroad retirement benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry the Bonds. Purchasers of the Bonds should consult their tax advisors as to the applicability of any such collateral consequences.

From time to time, there are legislative proposals in Congress that, if enacted, could cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, adversely affect the market value of the Bonds or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment. Purchasers of the Bonds should consult their tax advisors regarding the effect of any such legislation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the Bonds, or as to the consequences of owning or receiving interest on the Bonds, as of any future date. Bond Counsel has not agreed to notify the Authority or the owners of the Bonds as to any event subsequent to the issuance of the Bonds that might affect the tax treatment of interest on the Bonds, the market value of the Bonds or the consequences of owning or receiving interest on the Bonds.

In the opinion of Bond Counsel, under existing statutes, interest on the Bonds is exempt from all present State of Georgia income taxation.

The foregoing discussion is a general discussion of certain federal and state income tax consequences with respect to the Bonds and does not purport to deal with all tax questions that may be relevant to particular investors or circumstances, including purchasers of Bonds in the secondary market at a price other than the stated redemption price at maturity. Owners of Bonds should consult their own tax advisors with respect to such matters and with respect to the state and local tax consequences of any discount with respect to the Bonds.

SECONDARY MARKET INFORMATION

No financial statements or operating data concerning the Authority are included in this Official Statement, and the Authority has not undertaken to provide any such information in the future.

Solely for the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(5) under the 1934 Act, as in effect on the date hereof (the "Rule"), the Company has undertaken (but only to the extent required for compliance with valid and effective provisions of the Rule), for the benefit of the Bondholders, to provide the persons specified below (i) not later than 100 days after the end of each fiscal year of the Company, the Company's Annual Report to the Commission on Form 10-K (or any successor form), excluding any exhibits or documents incorporated by referenced therein, other than (if applicable) the audited financial statements appearing in the Company's annual report to shareholders (the "Annual Report"), or, if the Annual Report is no longer required, audited annual financial statements of the Company of the type incorporated by reference in the Appendix to this Official Statement (the "Audited Financial Statements"), and (ii) in a timely manner (as provided in Rule 15c2-12), notice of the occurrence of certain events enumerated in the Rule (the "Company's Undertaking").

The Annual Report (or, if required, the Audited Financial Statements) and the notices of certain events will be provided to the Municipal Securities Rulemaking Board under its Electronic Municipal Market Access System ("EMMA").

Neither the Authority nor its members, officers or employees have any responsibility or liability for the sufficiency, performance or enforcement of the Company's Undertaking. The Company and its directors, officers, employees and shareholders shall have no liability under the Company's Undertaking for any act or failure to act; a failure to perform the Company's Undertaking shall not constitute an Event of Default under the Agreement, an event of default under the Indenture or a default under the Note or any Bond; and the sole remedy shall be specific enforcement of the Company's Undertaking by the Trustee or by such persons, if any, as the Rule may require to be entitled to enforce the same. The Company reserves the right to (a) contest the validity of the Rule and (b) modify its performance of the Company's Undertaking, to the extent not inconsistent with valid and effective provisions of the Rule.

In July 2022, the Company became aware that it had not timely filed on EMMA its Annual Report for the fiscal year ended December 31, 2021, which was filed with the Commission via EDGAR on February 17, 2022. The Company provided that information to EMMA and has procedures in place to make such Annual Report filings in a timely manner to EMMA in the future.

LEGAL MATTERS

Legal matters incident to the authorization and issuance of the Bonds are subject to the approving opinion of Murray Barnes Finister LLP, as Bond Counsel. Copies of such opinion will be available at the time of delivery of the Bonds. Certain legal matters, other than the validity of the Bonds and the exclusion from gross income for federal income tax purposes of interest thereon, will be passed upon for the Company by its counsel, Troutman Pepper Hamilton Sanders LLP, Atlanta, Georgia, and for the Underwriter by its counsel, Hunton Andrews Kurth LLP, New York, New York. From time to time, Hunton Andrews Kurth LLP acts as counsel to affiliates of the Company for some matters.

The Bonds have been validated by a judgment rendered by the Superior Court of Bartow County, Georgia.

MISCELLANEOUS

Information, including certain financial statements, relating to the business and properties of the Company is included or incorporated by reference in the Appendix to this Official Statement, to which reference is hereby made.

THE AUTHORITY HAS NOT ASSUMED ANY RESPONSIBILITY FOR, AND DOES NOT REPRESENT OR WARRANT IN ANY WAY, THE ACCURACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT OR THE APPENDIX HERETO OTHER THAN THE INFORMATION IN THIS OFFICIAL STATEMENT CONCERNING THE AUTHORITY UNDER THE CAPTION "THE AUTHORITY."

This Official Statement has been duly approved by:

DEVELOPMENT AUTHORITY OF BARTOW COUNTY (GEORGIA)

By: _____
Vice Chairman

APPENDIX

GEORGIA POWER COMPANY

THE INFORMATION CONTAINED HEREIN AS AN APPENDIX TO THE OFFICIAL STATEMENT HAS BEEN OBTAINED FROM GEORGIA POWER COMPANY

GEORGIA POWER COMPANY

Georgia Power Company (the "Company") is a wholly-owned subsidiary of The Southern Company. The Company was incorporated under the laws of the State of Georgia on June 26, 1930 and admitted to do business in Alabama on September 15, 1948 and in Florida on October 13, 1997. The Company is engaged in the generation, transmission, distribution and purchase of electricity and the sale of electric service within the State of Georgia at retail in over 600 communities (including Athens, Atlanta, Augusta, Columbus, Macon, Rome and Savannah), as well as in rural areas, and at wholesale to Oglethorpe Power Company, the Municipal Electric Authority of Georgia, the City of Dalton, various electric membership corporations and non-affiliated utilities. The Company and one of its affiliates, Alabama Power Company, each own 50% of the outstanding common stock of Southern Electric Generating Company ("SEGCO"). SEGCO is an operating public utility company that owns electric generating units near Wilsonville, Alabama. The principal executive offices of the Company are located at 241 Ralph McGill Boulevard, N.E., Atlanta, Georgia 30308-3374, and the telephone number is (404) 506-6526.

AVAILABLE INFORMATION

The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "1934 Act"), and in accordance with the 1934 Act files reports and other information with the Securities and Exchange Commission (the "Commission"). The Commission maintains a website that contains reports, proxy and information statements and other information regarding registrants including the Company that file electronically at http://www.sec.gov.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents, which have heretofore been filed by the Company with the Commission pursuant to the 1934 Act, are incorporated in this Appendix by reference and made a part of this Appendix:

1. Annual Report on Form 10-K for the year ended December 31, 2021 (the "Annual Report");

2. Quarterly Reports on Form 10-Q for the quarters ended March 31, 2022, June 30, 2022 and September 30, 2022 (the "Quarterly Reports"); and

3. Current Reports on Form 8-K dated February 25, 2022, May 2, 2022, June 24, 2022 and September 29, 2022.

All documents subsequently filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the 1934 Act prior to the termination of the offering hereunder shall be deemed to be incorporated by reference in this Appendix and made a part of this Appendix from the date of filing of such documents; provided, however, that the Company is not incorporating any information furnished under Items 2.02 or 7.01 of any Current Report on Form 8-K unless specifically stated otherwise. Any statement contained in a document incorporated or deemed to be incorporated by reference in this Appendix shall be deemed to be modified or superseded for purposes of this Appendix to the extent that a statement contained in this Appendix or in any other subsequently filed document which also is or is deemed to be incorporated by reference in this Appendix modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Appendix.

The Company will provide without charge to each person, including any beneficial owner, to whom a copy of this Official Statement has been delivered, on the written or oral request of any such person, a copy of any or all of the documents incorporated by reference in this Appendix (other than exhibits to such documents unless such exhibits are specifically incorporated by reference in this Appendix). Such requests should be directed to Melissa K. Caen, Assistant Secretary, Georgia Power Company, 30 Ivan Allen Jr. Boulevard, N.W., Atlanta, Georgia 30308-3374, (404) 506-5000.

RISK FACTORS

Investing in the Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022 (the "Bonds") involves risk. Please see the risk factors described in the Annual Report, which is incorporated by reference in this Appendix. Before making an investment decision, you should carefully consider these risks as well as the other information contained or incorporated by reference in this Appendix. The risks and uncertainties described are not the only ones facing the Company. Additional risks and uncertainties not presently known to the Company or that the Company currently deems immaterial may also impair its business operations, its financial results and the value of the Bonds.

SELECTED INFORMATION

Georgia Power Company

Business	Generation, transmission, distribution and purchase of electricity and the sale of electric service
Customers at December 31, 2021	2,672,926
Generating Capacity at December 31, 2021 (megawatts)	14,541
Sources of Generation during 2021 (kilowatt-hours)	Gas (48%), Nuclear (28%), Coal (20%), Hydro and other (4%)

Selected Financial Information

The following selected financial data for each of the years ended December 31, 2019 through December 31, 2021 has been derived from the Company's audited financial statements and related notes incorporated by reference in this Appendix. The following selected financial data for the years ended December 31, 2017 and 2018 has been derived from the Company's audited financial statements and related notes, which are not incorporated by reference in this Appendix. The following selected financial data for the nine months ended September 30, 2022 has been derived from the Company's unaudited financial statements and related notes incorporated by reference in this Appendix. The information set forth below is qualified in its entirety by reference to and, therefore, should be read together with management's discussion and analysis of results of operations and financial condition, the financial statements and related notes and other financial information incorporated by reference in this Appendix.

	Year Ended December 31,					Nine Months Ended September 30,
	2017	2018	2019	2020	2021	2022[1]
	(Millions)					
Operating Revenues	$8,310	$8,420	$8,408	$8,309	$9,260	$9,218
Earnings Before Income Taxes[2]	2,258	1,007	2,192	1,727	416	2,272
Net Income After Dividends on Preferred and Preference Stock[2]	1,414	793	1,720	1,575	584	1,851

	Capitalization As of September 30, 2022	
	(Millions, except percentages)	
Common Stockholder's Equity	$ 18,657	57.4%
Senior Notes	7,125	21.9%
Other Long-Term Debt[3]	6,706	20.7%
Total, excluding amounts due within one year of $900 million	$32,488	100.0%

(1) Due to seasonal variations in the demand for energy and other factors, operating results for the nine months ended September 30, 2022 do not necessarily indicate operating results for the entire year.

(2) The Company recorded pre-tax charges (credits) of $(18) million ($(13) million after tax) for the nine months ended September 30, 2022 and $1.7 billion ($1.3 billion after tax), $325 million ($242 million after tax) and $1.1 billion ($0.8 billion after tax) in 2021, 2020 and 2018, respectively, to reflect revised estimates to complete construction and start-up of Plant Vogtle Units 3 and 4.

(3) Does not reflect adjustments to "Other Long-Term Debt" related to the offering to the public of (i) these Bonds and (ii) the Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022 in the aggregate principal amount of $100,000,000.

$100,000,000

DEVELOPMENT AUTHORITY OF BARTOW COUNTY (GEORGIA)

Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022

PURCHASE CONTRACT

Ladies and Gentlemen:

The undersigned, Barclays Capital Inc. (the "Underwriter"), hereby offers to enter into this Purchase Contract with you (the "Authority") for the purchase by the Underwriter and sale by the Authority of $100,000,000 aggregate principal amount of its Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022 (the "Bonds").

Upon the effectiveness of this Purchase Contract, Georgia Power Company (the "Company") is executing and delivering concurrently therewith a Letter of Representation, dated the date hereof (the "Letter of Representation") and in the form of Exhibit G hereto, wherein the Company will undertake certain obligations with respect to this Purchase Contract. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Official Statement (as hereinafter defined).

1. Upon the terms and conditions and upon the basis of the representations, warranties and covenants set forth herein and in the Letter of Representation, the Underwriter hereby agrees to purchase the Bonds from the Authority for offering to the public, and the Authority hereby agrees to sell all (but not less than all) of the Bonds to the Underwriter for such purpose, for a purchase price of $99,875,000 (which reflects the par amount of the Bonds less an underwriting fee of $125,000 (the "Fee")). The Underwriter agrees that the initial public offering price for the Bonds shall be 100% of the principal amount thereof.

2. The Bonds shall be as described in and shall be issued under and secured by a Trust Indenture, dated as of November 1, 2022 (the "Indenture"), by and between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), to be executed and delivered on or prior to the Closing Date (as hereinafter defined). The Authority has executed and delivered a Blanket Issuer Letter of Representations (the "DTC Letter") covering the Bonds to The Depository Trust Company ("DTC"). The Bonds shall be issued as required by the provisions of a Loan Agreement, dated as of November 1, 2022 (the "Agreement"), between the Authority and the Company to be executed and delivered on or prior to the Closing Date providing, among other things, for the undertaking by the Authority to loan amounts to the Company in order to provide funds to finance the cost of the acquisition, construction, installation and equipping of certain solid waste disposal facilities or portions thereof located at the Company's Bowen steam electric generating plant located in Bartow County, Georgia (the "Project") and to pay all or a portion of the costs of issuance of the Bonds. To evidence the loan made pursuant to the Agreement, the Company will execute and deliver, concurrently with the issuance of the Bonds, a separate non-negotiable promissory note (the "Note") in a like principal amount bearing interest at the rate borne

by the Bonds. The Bonds are more fully described in the Official Statement. As used in this Purchase Contract, the term "Official Statement" means the Official Statement, dated October 28, 2022, including the Appendix thereto (the "Appendix") and the documents incorporated by reference in the Appendix at such date.

3. At the time of or before the acceptance by the Authority hereof, the Authority shall deliver to the Underwriter a copy of the Official Statement executed on behalf of the Authority by the Chairman or Vice Chairman or other authorized representative of the Authority.

The Authority authorizes the use of the Official Statement, and the information therein contained, by the Underwriter in connection with the public offering and sale of the Bonds.

The Authority shall provide to the Underwriter sufficient quantities of the Official Statement which the Authority hereby deems complete as of its date, executed by the Chairman or Vice Chairman or other authorized representative of the Authority within seven business days after the effective date of this Purchase Contract and in sufficient time to accompany any confirmation that requires payment from any customer. The Authority agrees to notify the Underwriter and the Company of any material developments impacting the Authority or the Bonds, of which the Authority becomes aware, within 90 days after delivery of the Bonds.

4. The Authority represents and warrants to the Underwriter and the Company that:

(a) The Authority is a public body corporate and politic duly organized and existing under the laws of the State of Georgia and is authorized, under the provisions of the Development Authorities Law (O.C.G.A. Section 36-62-1, *et seq*.), as amended (the "Act"), to issue the Bonds; to loan the proceeds of the Bonds to the Company for the purpose of financing the cost of the acquisition, construction, installation and equipping of the Project located at the Plant and to pay all or a portion of the costs of issuance of the Bonds, which loan is to be made under the Agreement; to assign under the Indenture the Trust Estate, which includes substantially all of its rights in and to the Note, the Agreement (except for Unassigned Rights, as defined in the Indenture) and amounts held in the Bond Fund or the Construction Fund established under the Indenture (other than moneys held for the payment of the purchase price of the Bonds) as security for the payment of the principal of, premium, if any, on and interest on the Bonds; to enter into and comply with the provisions of the DTC Letter; to accept the Letter of Representation; to sell and deliver the Bonds to the Underwriter as provided herein; and to carry out and consummate all other transactions contemplated on the part of the Authority by each of the aforesaid documents and the Official Statement.

(b) The Authority has complied with all provisions of the Constitution of the State of Georgia and the Act and has full power and authority to consummate all transactions contemplated on the part of the Authority by the Official Statement, this Purchase Contract, the Bonds, the Indenture, the Agreement and any and all other agreements relating thereto.

(c) The Authority has duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Official Statement and the Indenture; (ii) the execution and delivery by it of the Indenture providing for the issuance of and security for the Bonds and the appointment of the Trustee as trustee, paying agent and bond

registrar under the Indenture; (iii) the approval of the Official Statement and the signing of the Official Statement by its Chairman or Vice Chairman or other authorized representative; (iv) the lending of the proceeds of the Bonds to the Company; (v) the execution, delivery, receipt and due performance of this Purchase Contract, the Bonds, the Indenture, the Agreement, the DTC Letter and any and all such other agreements and documents as may be required to be executed, delivered and received by the Authority in order to carry out, give effect to and consummate the transactions contemplated thereby and by the Official Statement; (vi) the acceptance of the Letter of Representation; and (vii) the carrying out of, giving effect to and consummation of the transactions contemplated on the part of the Authority by this Purchase Contract, the Official Statement, the Indenture and the Agreement.

(d) With respect to the statements and information relating to the Authority contained under the caption "THE AUTHORITY," at the Closing Date, the Official Statement, as it may be amended and supplemented, will not, include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. The Authority makes no representation with respect to the statements contained in the Official Statement under any captions other than "THE AUTHORITY" as aforesaid.

(e) The Bonds, the Indenture and the Agreement conform in all material respects to the descriptions thereof in the Official Statement. The Bonds, when issued, delivered and paid for as herein and in the Indenture provided, will have been duly authorized and issued and will constitute valid and binding obligations of the Authority enforceable in accordance with their terms and entitled to the benefits and security of the Indenture and the Agreement. The Bonds and the interest thereon do not pledge the credit of the State of Georgia or any political subdivision thereof, including Bartow County, Georgia, nor are they a charge against the general revenues of such entities or a lien against any of their property except as provided for in the Indenture. The Bonds are limited special obligations of the Authority and no taxes will be levied for the payment of principal of, purchase price of, premium, if any, on and interest on the Bonds, such principal, purchase price, premium and interest being payable solely out of the moneys to be received by the Authority from repayment of the Note and other moneys available for such purchase price under the Indenture.

(f) The Authority will apply the proceeds from the sale of the Bonds as specified in the Indenture and the Agreement.

(g) The execution and delivery of the Official Statement, this Purchase Contract, the Bonds, the Indenture, the Agreement, the DTC Letter and the other agreements contemplated on the part of the Authority hereby and by the Official Statement and compliance on the part of the Authority with the provisions thereof and the pledge and assignment to the Trustee of the Note and the Agreement and the acceptance of and compliance with the provisions of the Letter of Representation will not conflict with or constitute on the part of the Authority a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the Authority is subject or by which it is or may be bound, or to the knowledge of the Authority, any order, rule or regulation applicable to the Authority of any court or governmental agency or body having jurisdiction over the Authority or any of its activities or properties; and all consents, approvals, authorizations and

orders of governmental or regulatory authorities which are required for the consummation by the Authority of the transactions contemplated on the part of the Authority by said documents have been obtained.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Authority, threatened against or directly affecting the Authority, except as disclosed in or contemplated by the Official Statement, (i) to restrain or enjoin the issuance and sale of the Bonds or the execution, delivery or performance by the Authority of the Agreement or the Indenture or (ii) wherein an unfavorable decision, ruling or finding would (A) have a material adverse effect on the transactions contemplated hereby or by the Official Statement (excluding the Appendix and the documents incorporated in the Appendix by reference), (B) adversely affect or put in question the validity or enforceability of the Bonds, the Indenture, the Agreement, the DTC Letter, this Purchase Contract, the Letter of Representation or any other agreement, instrument or document to which the Authority is a party or by which it is bound relating to the consummation of the transactions contemplated hereby or by the Official Statement (excluding the Appendix and the documents incorporated in the Appendix by reference), or (C) adversely affect the tax-exempt status of the Bonds.

(i) The Authority will not take or omit to take any action the taking or omission of which will cause the proceeds from the sale of the Bonds to be applied in a manner contrary to that provided for in the Indenture and the Agreement, as amended from time to time.

(j) Any certificate signed by an authorized officer of the Authority delivered to the Underwriter in connection with the issuance of the Bonds shall be deemed to be a representation and warranty by the Authority to the Underwriter as to the statements made therein.

(k) The Authority has not defaulted in the payment of the principal of or interest on any of its bonds, notes, warrants or any other securities or any legally authorized obligation issued by the Authority, to the extent that any of the foregoing are general debt obligations of the Authority, and is not currently in default in the payment of any such principal or interest.

(l) The issuance and sale of the Bonds to the Underwriter will not be subject to any State of Georgia issuance, transfer or other documentary stamp taxes.

5. At 10:00 A.M. Atlanta time, on November 4, 2022, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the Authority and the Underwriter with the consent of the Company (the "Closing Date"), the Authority will deliver to the Underwriter the Bonds in definitive form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, upon payment by the Company to the Underwriter, of the Fee in immediately available funds, the Underwriter will accept such delivery of the Bonds and pay the purchase price therefor in immediately available funds, payable to the order of the Trustee for the account of the Authority. The Bonds so delivered will be in form acceptable for deposit with DTC and shall be registered in the name of Cede & Co., as nominee of DTC. The certificate for the Bonds shall be made available for examination by the Underwriter at least 24 hours prior to the Closing Date.

6. The Underwriter's obligations hereunder to purchase and pay for the Bonds shall be subject to the performance by the Authority of its obligations to be performed hereunder at or prior to the Closing Date; to the payment by the Company of the Fee and the performance by the Company of the other obligations and agreements to be performed by it at or prior to the Closing Date hereunder and under the Letter of Representation; and to the accuracy in all material respects of the representations and warranties (except to the extent already qualified by materiality, in which case such representations and warranties shall be accurate in all respects) of the Authority and of the Company contained herein and in the Letter of Representation, respectively, as of the date hereof and as of the Closing Date, and shall also be subject to the following conditions:

(a) At the Closing Date, the Indenture, the Agreement, the Note and the Letter of Representation shall have been duly authorized, executed and delivered by the respective parties thereto and shall be in full force and effect, and shall not have been materially amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; provided, however, that the acceptance of delivery of the Bonds by the Underwriter on the Closing Date shall be deemed to constitute such agreement pursuant to the foregoing.

(b) At the Closing Date, the Bonds shall have been duly authorized, executed and authenticated in accordance with the provisions of the Indenture.

(c) The Bonds shall have been validated pursuant to a judgment rendered by the Superior Court of Bartow County, Georgia.

(d) No amendment or supplement to the Official Statement filed subsequent to the date hereof (including any filing made by the Company pursuant to Section 13 or 14 of the Securities Exchange Act of 1934, as amended) shall be unsatisfactory in form to Hunton Andrews Kurth LLP or shall contain information (other than with respect to an amendment or supplement relating solely to the activity of the Underwriter) which, in the reasonable judgment of the Underwriter, shall materially impair the marketability of the Bonds; the Authority will assist in preparation, at the expense of the Company, of any amendment or supplement to the Official Statement which, at any time within 90 days after the Closing Date, is necessary in the Underwriter's and the Company's opinion in order to make the Official Statement not misleading in light of the circumstances existing at such time.

(e) At or prior to the Closing Date, no order, decree or injunction of any court of competent jurisdiction, nor any order, ruling, regulation or administrative proceeding by any governmental official, body or board, shall have been issued or commenced, nor shall any legislation have been enacted, with the purpose or effect of prohibiting the issuance, offering or sale of the Bonds as contemplated hereby or by the Official Statement or the execution or performance of the Indenture, the Agreement or the Note in accordance with their respective terms.

(f) At the Closing Date, there shall be in full force and effect an appropriate order of the Georgia Public Service Commission authorizing the participation of the Company in the transactions contemplated hereby and by the Official Statement (excluding the Appendix and the documents incorporated in the Appendix by reference).

(g) At or prior to the Closing Date, the Underwriter shall have received the following documents:

(1) Executed counterparts, or certified copies, of the Agreement, the DTC Letter, the Indenture, the Letter of Representation and the Note.

(2) Executed copies or photocopies of any applications to, including all amendments, and orders of, the Georgia Public Service Commission authorizing the participation of the Company in the transactions contemplated hereby and by the Official Statement.

(3) Opinions and, with respect to clauses (ii) and (iii), related disclosure letters, dated the Closing Date, with such changes as the Underwriter shall approve, of (i) Murray Barnes Finister LLP, Bond Counsel, (1) substantially in the form annexed hereto as Exhibit A-1 and (2) substantially in the form annexed hereto as Exhibit A-2; (ii) Troutman Pepper Hamilton Sanders LLP, counsel for the Company, substantially in the forms annexed hereto as Exhibits B and C; and (iii) Hunton Andrews Kurth LLP, counsel for the Underwriter, substantially in the forms annexed hereto as Exhibits D and E; and such counsel shall have been furnished with such documents as they may request for the purpose of enabling them to pass upon the matters to be covered by their respective opinions.

(4) An opinion, dated the Closing Date, of counsel for the Authority, addressed also to Murray Barnes Finister LLP, to the effect that: (A) the Authority is validly existing as a body corporate and politic under the Constitution and laws of the State of Georgia and is an instrumentality of a political subdivision of such State with power and authority to finance the Project, to issue and sell the Bonds, to execute and deliver, and to carry out and perform its obligations under, the Indenture, the Agreement and this Purchase Contract and to accept the Letter of Representation; (B) the Bonds have been duly authorized and executed and legally issued by the Authority and constitute valid and legally binding limited special obligations of the Authority in accordance with their terms; (C) the Indenture, the Agreement, the Letter of Representation and this Purchase Contract have been duly authorized, executed and delivered by the Authority and, assuming the due authorization, execution and delivery by the other respective parties thereto, the Indenture, the Agreement and this Purchase Contract constitute valid, legally binding and enforceable obligations of the Authority, except to the extent that their enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and principles of equity affecting the availability of specific performance or other equitable relief; (D) the Note has been duly assigned to the Trustee; (E) to the best of their knowledge, no action, proceeding or investigation is pending or threatened against or affecting the Authority, nor to the best of their knowledge is there any meritorious basis therefor, wherein an unfavorable finding would materially affect the transactions contemplated by this Purchase Contract, the Indenture or the Agreement, or which, in any way, would adversely affect the validity or enforceability of the Bonds, the Indenture, the Agreement, this Purchase Contract, the Letter of Representation or any agreement or instrument to which the Authority is a party, used or contemplated for use in consummation of the transactions contemplated by this Purchase Contract, the Indenture or the Agreement; (F) neither the execution, delivery, receipt or

due performance of the Indenture, the Agreement, this Purchase Contract or the other agreements contemplated hereby or by the Official Statement under the circumstances contemplated hereby or thereby, nor the compliance by the Authority with the provisions hereof or thereof, nor the acceptance of the Letter of Representation, will conflict with or constitute on the part of the Authority a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement or other instrument to which the Authority is subject or by which it is or may be bound; and (G) the statements in the Official Statement under the caption "THE AUTHORITY," insofar as they relate to the Authority and purport to constitute summaries of the matters referred to therein, fairly and accurately summarize the matters summarized therein.

(5) A letter, dated the Closing Date, of Deloitte & Touche LLP, substantially to the effect set forth in Exhibit F hereto.

(6) A certificate, satisfactory to the Underwriter, of the Chairman or Vice Chairman of the Authority attested by the Secretary or other duly authorized officer of the Authority satisfactory to the Underwriter, dated the Closing Date, to the effect that: (A) the Authority has duly performed all of its obligations to be performed in connection with the issuance and sale of the Bonds at or prior to the Closing Date and each of the representations and warranties of the Authority contained herein is true and correct as of the Closing Date; (B) the Authority has authorized, by all necessary action, the execution, delivery, receipt and due performance of the Indenture, the Agreement, this Purchase Contract, the Letter of Representation and any and all such other agreements and documents as may be required to be executed, delivered, received or performed by the Authority in order to carry out, give effect to and consummate the transactions contemplated on its part by the Indenture, the Agreement and the Official Statement; (C) the statements in the Official Statement under the caption "THE AUTHORITY," insofar as they relate to the Authority and purport to constitute summaries of the matters referred to therein, fairly and accurately summarize the matters summarized therein; (D) to the best of his or her knowledge, no litigation is pending or threatened to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Indenture or the Agreement or the existence or powers of the Authority or the right of the Authority to loan the proceeds of the Bonds to the Company or the collection of receipts and revenues pledged or to be pledged to pay the principal of, premium, if any, on and interest on the Bonds, including, without limitation, payments under the Agreement or the Note; and (E) neither the execution, delivery, receipt or due performance of the Indenture, the Agreement, this Purchase Contract or the other agreements contemplated hereby or by the Official Statement under the circumstances contemplated hereby or thereby, nor the compliance by the Authority with the provisions hereof or thereof, nor the acceptance of the Letter of Representation, will conflict with or constitute on the part of the Authority a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement or other instrument to which the Authority is subject or by which it is or may be bound.

(7) A certificate, dated the Closing Date, of any Vice President, the Treasurer or any Assistant Treasurer of the Company to the effect that:

(i) the representations and warranties contained in Section 1 of the Letter of Representation are true and correct at and as of the Closing Date and that the Company has satisfied all conditions therein contained to be satisfied at or prior to the Closing Date; and

(ii) there has not been any material adverse change in the business, properties or financial condition of the Company from that set forth in or contemplated by the Official Statement.

(8) Evidence, satisfactory to the Underwriter, that the Bonds have been rated at least "Baa1"/"VMIG-2" by Moody's Investors Service, Inc. ("Moody's"), at least "BBB+"/"A-2" by S&P Global Ratings, a division of S&P Global Inc. ("S&P") and at least "BBB+"/"F2" by Fitch Ratings, Inc. ("Fitch").

(9) A separate undertaking pursuant to the requirements of Rule 15c2-12, duly executed by the Company, satisfactory in form and substance to the Underwriter.

(10) Such additional certificates, instruments and other documents as the Underwriter or its counsel may deem necessary to evidence the accuracy as of the Closing Date of the representations of the Authority and the Company contained herein and in the Letter of Representation, respectively, and the due performance or satisfaction by the Authority and the Company at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Authority and the Company in connection with the issuance of the Bonds.

If the Authority or the Company shall be unable to satisfy the conditions of the obligations of the Underwriter contained in this Purchase Contract, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the Authority shall be under further obligation hereunder except as otherwise provided in Section 8 hereof.

7. The Authority agrees to cooperate with the Underwriter and its counsel and the Company (i) in arranging for the qualification of the Bonds for offer and sale under the securities or "blue sky" laws of such jurisdictions as the Underwriter may request; provided, however, that the Authority will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction, and (ii) in applying for and securing ratings on the Bonds by Moody's, S&P and Fitch.

8. All expenses and costs incident to the authorization, issuance, printing, sale and delivery, as the case may be, of the Bonds, the Indenture, the Agreement, the Note, the DTC Letter, the Official Statement, the Letter of Representation and this Purchase Contract, including, without limitation, (i) the Fee; (ii) fees and disbursements of counsel for the Underwriter in connection with the qualification of the Bonds for sale under the securities or "blue sky" laws of various jurisdictions; (iii) the preparation and printing of the "blue sky" survey; (iv) any documentary, stamp or other taxes in connection with the issuance and sale of the Bonds hereunder; (v) all filing, registration and recording fees and expenses; (vi) fees of the Trustee; (vii) the fees and disbursements of Bond Counsel, counsel for the Underwriter and counsel for the Authority; (viii)

any administrative or other fees charged in connection with the Bonds by the Authority and (ix) the fees, if any, for bond ratings shall be paid by the Company pursuant to the Letter of Representation. Nothing herein shall be construed to relieve the Underwriter of its liability for its default hereunder. The Underwriter shall pay (i) all advertising expenses in connection with the public offering of the Bonds and (ii) all other expenses incurred by it in connection with the public offering and distribution of the Bonds.

9. The Underwriter may terminate this Purchase Contract by notification to the Authority and the Company if at any time subsequent to the date hereof and at or prior to the Closing Date:

(i) legislation shall be enacted by the Congress or adopted by either house thereof or a decision shall be rendered by a federal court, including the Tax Court of the United States, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other governmental agency shall be made, which has the purpose or effect of imposing federal taxation upon receipts, revenues or other income of the general character expected to be derived by the Authority, including, without limitation, payments under the Note, or upon interest received on bonds of the same kind and character as the Bonds which would have the effect of changing directly or indirectly the federal income tax consequences of interest on bonds of the same kind and character as the Bonds in the hands of the holders thereof;

(ii) the exemption from State of Georgia income taxation of interest on the Bonds shall, in the reasonable opinion of the Underwriter, have been materially and adversely affected by the introduction or enactment of any federal or Georgia legislation or by an amendment to the Constitution of the United States or the State of Georgia or any decision of any federal or state court or any ruling or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or other federal or Georgia authority;

(iii) there shall have occurred any outbreak or escalation of major hostilities in which the United States is involved, any declaration of war by the United States Congress or any other substantial national or international calamity, crisis or emergency (including, without limitation, acts of terrorism) affecting the United States, or there shall have occurred and be continuing beyond one full business day prior to the Closing Date, a general suspension of trading on the New York Stock Exchange, a material disruption in settlement in securities generally or the declaration of a general banking moratorium by United States or New York State authorities; or

(iv) any event shall have occurred, or information became known, as a result of which, in the opinion of the Underwriter, after consultation with Hunton Andrews Kurth LLP, counsel for the Underwriter, the Official Statement shall contain an untrue statement of a material fact or shall omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

in case of either (i), (ii) or (iii), with the result that, in the opinion of the Underwriter, the marketability of the Bonds shall have been materially and adversely affected thereby.

10. This Purchase Contract shall be governed by and construed in accordance with the laws of the State of Georgia. This Purchase Contract shall not be assigned by the Authority.

11. Any notice or other communication to be given to the Authority under this Purchase Contract may be given by delivering the same in writing to Development Authority of Bartow County, P.O. Box 1178, Cartersville, Georgia 30120, Attention: Chairman. Any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to Barclays Capital Inc., 745 Seventh Avenue, New York, New York 10019, Attention: Chaffin Snider.

12. This Purchase Contract will inure to the benefit of the Authority, the Underwriter and the Company and their respective successors and assigns, and no other person will have any right or obligation hereunder. The terms "successors" and "assigns" shall not include any purchaser of Bonds from the Underwriter solely by reason of such purchase.

13. The representations and warranties of the Authority contained herein, or in the certificates of officials of the Authority submitted to the Underwriter pursuant hereto, shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of the Bonds to the Underwriter.

14. If any provision of this Purchase Contract shall be determined to be unenforceable, that shall not affect any other provision of this Purchase Contract.

15. The Authority acknowledges and agrees that: (i) the transaction contemplated by this Purchase Contract is an arm's length, commercial transaction between the Authority and the Underwriter in which the Underwriter is and has been acting as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Authority; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Authority with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter or its affiliates have provided other services or are currently providing other services to the Authority on other matters) or other contractual, advisory or fiduciary obligation to the Authority related to this Purchase Contract except the contractual obligations expressly set forth in this Purchase Contract; (iii) the Underwriter has a duty to deal with the Authority in a fair and reasonable manner but must balance that duty with its duty to perform its other responsibilities as Underwriter in a manner that is fair and reasonable to investors; (iv) the Authority has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate; (v) the responsibilities and obligations of the Underwriter under this Purchase Contract are purely contractual in nature and the Underwriter is not undertaking and is not serving in the capacity as agent under the law of agency; and (vi) this Purchase Contract expresses the entire relationship between the parties hereto.

16. With respect to the establishment of the issue price:

(a) The Underwriter agrees to assist the Authority in establishing the issue price of the Bonds and shall execute and deliver to the Authority at the Closing Date an "issue price" or

similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached as Exhibit H hereto, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Authority and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) The Authority will treat the first price at which 10% of each maturity of the Bonds (the "10% Test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Authority the price or prices at which the Underwriter has sold to the public the Bonds.

(c) The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(i) (A) to report the prices at which it sells to the public the unsold Bonds allocated to it, whether or not the Closing Date has occurred, until either all Bonds allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds; provided that the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter and (B) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(ii) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to the Underwriter who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(iii) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (i) report the prices at which it sells to the public the unsold Bonds allocated to it, whether or not the Closing Date has occurred, until either all Bonds allocated to it have been sold or it is notified by the Underwriter or dealer that the 10% Test has been satisfied as to the Bonds; provided that the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or such underwriter or dealer and (ii) comply with the hold-the-

offering-price rule, if applicable, if and for so long as directed by the Underwriter or dealer and as set forth in the related pricing wires.

(d) The Authority acknowledges that, in making the representations set forth in this Section 16, the Underwriter will rely on (1) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires and (2) in the event that a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Section 16. Further, for purposes of this Section 16:

(1) "public" means any person other than an underwriter or a related party,

(2) "underwriter" means (i) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another) or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) "sale date" means the date of execution of this Purchase Contract by all parties.

17. This Purchase Contract may be signed in several counterparts by manual, facsimile or electronic signature. Each will be deemed to be an original, but all of them together constitute the same instrument. The words "execution," "signed," "delivery," and words of like import in or relating to this Purchase Contract or any document to be signed in connection with this Purchase Contract shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

Dated: November 3, 2022

BARCLAYS CAPITAL INC.

By: _____
Chaffin Snider
Director

Accepted as of the date hereof:

DEVELOPMENT AUTHORITY OF
BARTOW COUNTY

By: _____
Eric Strickland
Vice Chairman

Dated: November 3, 2022

BARCLAYS CAPITAL INC.

By: _____
Name:
Title:

Accepted as of the date hereof:

DEVELOPMENT AUTHORITY OF
BARTOW COUNTY

By: _____
Eric Strickland
Vice Chairman

EXHIBIT A-1
to the Purchase Contract

[LETTERHEAD OF MURRAY BARNES FINISTER LLP]

November 4, 2022

Development Authority of Bartow County
Cartersville, Georgia

Georgia Power Company
Atlanta, Georgia

Barclays Capital Inc.
New York, New York

U.S. Bank Trust Company, National Association, as trustee
Atlanta, Georgia

Re: $100,000,000 Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022

To the Addressees:

We have acted as Bond Counsel in connection with the issuance by the Development Authority of Bartow County, a public body corporate and politic of the State of Georgia (the "Authority"), of the Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022, in the aggregate principal amount of $100,000,000 (the "First Series 2022 Bonds"). We have examined the law and such certified proceedings, including a certified copy of the transcript of the validation proceeding concluded in the Superior Court of Bartow County, Georgia, with respect to the First Series 2022 Bonds and certain other obligations, and other papers as we have deemed necessary to render this opinion. In all such examinations, we have assumed the genuineness of signatures on original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies and, as to certificates of public officials, we have assumed the same to have been properly given and to be accurate.

The First Series 2022 Bonds are being issued pursuant to resolutions of the Authority adopted on June 22, 2022 and October 28, 2022 and are being sold pursuant to a Purchase Contract, dated November 3, 2022 (the "Purchase Contract"), between the Authority and Barclays Capital Inc. (the "Underwriter").

Pursuant to a Loan Agreement, dated as of November 1, 2022 (the "Agreement"), between the Authority, as lender, and Georgia Power Company, a Georgia corporation (the "Company"), as borrower, the First Series 2022 Bonds are being issued for the purpose of

financing, in whole or in part, certain solid waste disposal facilities, such facilities to consist of certain land, buildings, structures, machinery, equipment and related real and personal property (the "Facilities") at the Plant Bowen generating facility (the "Plant") located in Bartow County, Georgia, by (A) financing, in whole or in part, the cost of the acquisition, construction, installation and equipping of additions, extensions and improvements to the Facilities, (B) paying or reimbursing the Company for costs of the Facilities, and (C) paying all or a portion of the costs of issuing the First Series 2022 Bonds, all in furtherance of the public purposes for which the Authority was created.

The obligation of the Company to repay the loan made pursuant to the Agreement is evidenced by a promissory note, dated the date of this opinion (the "Note"), from the Company to the Authority, under the terms of which the Company has agreed to make payments sufficient to provide for the payment of the principal of, redemption premium (if any) and interest on and the purchase price of, the First Series 2022 Bonds as the same become due and payable. The Company has also agreed to pay certain administrative expenses in connection with the First Series 2022 Bonds.

As security for the payment of the First Series 2022 Bonds, the Authority has, pursuant to a Trust Indenture, dated as of November 1, 2022 (the "Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), assigned to the Trustee and pledged to the payment of the principal of, redemption premium (if any) on and interest on the First Series 2022 Bonds, the trust estate (the "Trust Estate") for the First Series 2022 Bonds which includes all rights, title and interest of the Authority in the Agreement (except for certain amounts payable to the Authority with respect to indemnification and expenses) and the Note, as well as its rights with respect to the funds established under the Indenture.

Contemporaneously with the sale and issuance of the First Series 2022 Bonds, the Authority is selling and issuing its $100,000,000 Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022 (the "Second Series 2022 Bonds") for the purposes of (a) financing, in whole or in part, the cost of the acquisition, construction, installation and equipping of additions, extensions and improvements to the Facilities, (B) paying or reimbursing the Company for costs of the Facilities, and (C) paying all or a portion of the costs of issuing the Second Series 2022 Bonds. Under the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Treasury Regulations, the First Series 2022 Bonds and the Second Series 2022 Bonds (collectively, the "Composite Bonds") may be deemed to be a single series of obligations for certain purposes under the Code and the applicable Treasury Regulations, and the exclusion from gross income for federal income tax purposes of the interest of each series of the Composite Bonds may be dependent on whether the interest on the other series of Composite Bonds is excluded from gross income for federal income tax purposes. We are delivering an opinion for the Second Series 2022 Bonds on the date hereof substantially to the same effect as this opinion.

As to questions of fact material to our opinion, we have relied upon (a) representations of the Authority and the Company, (b) certified proceedings and other certifications of public officials furnished to us, (c) certifications by officials of the Company and

(d) representations of the Company relating to the use of the proceeds of the Composite Bonds, the design, scope, function, cost and economic useful life of the Facilities and the relationship of the Facilities to the Plant, contained in certificates of the Company without undertaking to verify the same by independent investigation.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement, dated October 28, 2022 (the "Official Statement") relating to the First Series 2022 Bonds, or any other offering material relating to the First Series 2022 Bonds, and we express no opinion herein relating thereto or as to compliance by the Authority or the Underwriter with any federal or state securities laws, rules or regulations relating to the sale of the First Series 2022 Bonds except as expressly set forth herein.

We express no opinion with respect to (a) the corporate status and good standing of the Company, (b) the corporate power of the Company to enter into the Agreement and the Note, (c) the authorization, execution and delivery of the Agreement and the Note by the Company and (d) the Agreement and the Note being binding and enforceable upon the Company. As to such matters, we refer you to the opinion of even date of Troutman Pepper Hamilton Sanders LLP, Atlanta, Georgia, Counsel to the Company. We express no opinion as to the priority of the lien on the Trust Estate.

Based upon our examination, we are of the opinion that as of the date hereof and under existing law:

1. The Authority is a duly created and validly existing public body corporate and politic of the State of Georgia with the full power and authority (a) to issue and sell the First Series 2022 Bonds, (b) to loan the proceeds from the sale of the First Series 2022 Bonds to the Company for the purpose of financing all or a portion of the cost of the Facilities or the paying or reimbursing the Company for costs of the Facilities and (c) to execute, deliver and perform its obligations under the Indenture, the Agreement and the Purchase Contract.

2. The Indenture, the Agreement and the Purchase Contract have been duly authorized, executed and delivered by the Authority, and the Indenture and the Agreement are valid and binding obligations of the Authority enforceable against the Authority. The Note has been assigned to the Trustee. The Indenture creates a valid security interest in the Trust Estate.

3. The First Series 2022 Bonds have been duly authorized, executed and delivered by the Authority and are valid, binding limited obligations of the Authority, secured by the Indenture and payable solely from the Trust Estate, including payments to be received by the Authority pursuant to the Note.

4. No authorization, approval, consent or other order of any governmental authority or agency is required for the valid authorization, execution, issuance and sale of the First Series 2022 Bonds by the Authority and the valid authorization, execution and delivery of the Indenture, the Agreement and the Purchase Contract by the Authority, except for the authorizations, consents or approvals as have been obtained or may be required under state securities or Blue Sky laws.

5. Under existing statutes, rulings and court decisions, and under applicable regulations and proposed regulations, the interest on the First Series 2022 Bonds is not includable in gross income for federal income tax purposes except for interest on any Bond for any period during which such Bond is held by a "substantial user" of the Facilities or a "related person" within the meaning of Section 147(a) of the Code. Interest on the First Series 2022 Bonds is included as an item of tax preference in computing the federal alternative minimum tax for individuals, and such interest is taken into account in determining the annual adjusted financial statement income of certain corporations (as defined for federal income tax purposes) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. We express no opinion regarding any other federal tax consequences caused by the receipt or accrual of interest on, or ownership of, the First Series 2022 Bonds. In rendering this opinion, we have assumed the continued compliance by the Authority and the Company with their respective covenants regarding certain requirements of the Code that must be satisfied subsequent to the issuance of the Composite Bonds in order that the interest on the First Series 2022 Bonds be and continue to be excluded from gross income for federal income tax purposes. Failure to comply with such covenants could cause interest on the First Series 2022 Bonds to be included in federal gross income retroactive to the date of issuance of the First Series 2022 Bonds.

6. Under existing statutes, the interest on the First Series 2022 Bonds is exempt from all present State of Georgia income taxation.

The rights of the holders of the First Series 2022 Bonds and the enforceability of the First Series 2022 Bonds, the Agreement, the Indenture and the Purchase Contract may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally and principles of equity applicable to the availability of specific performance or other equitable relief. We have not undertaken to notify you, the owners of the First Series 2022 Bonds, the Trustee or any other person or entity of any change in law or fact after the date hereof which might affect any of the opinions expressed herein.

Very truly yours,

MURRAY BARNES FINISTER LLP

By:

EXHIBIT A-2
to the Purchase Contract

[LETTERHEAD OF MURRAY BARNES FINISTER LLP]

November 4, 2022

Development Authority of Bartow County
Cartersville, Georgia

Barclays Capital Inc.
New York, New York

Georgia Power Company
Atlanta, Georgia

Re: $100,000,000 Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022

To the Addressees:

We have acted as Bond Counsel in connection with the issuance by the Development Authority of Bartow County (the "Authority") of its Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022, in the aggregate principal amount of $100,000,000 (the "First Series 2022 Bonds"). The First Series 2022 Bonds are being issued under the Trust Indenture, dated as of November 1, 2022 (the "Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). We are providing this opinion pursuant to Section 6(g)(3) of the Purchase Contract, dated November 3, 2022, between the Authority and Barclays Capital Inc. (the "Underwriter") relating to the First Series 2022 Bonds.

In order to render this opinion, we have examined (a) the Securities Act of 1933, as amended (the "1933 Act"); (b) the Trust Indenture Act of 1939, as amended (the "TIA"); and (c) the portions described below of the Official Statement, dated October 28, 2022 (the "Official Statement"), relating to the First Series 2022 Bonds.

Based upon our examination, we are of the opinion that as of this date:

1. No registration of the First Series 2022 Bonds under the 1933 Act or qualification of the Indenture under the TIA is required in connection with the offering and sale of the First Series 2022 Bonds by the Underwriter to the public.

2. The statements made in the Official Statement under the caption "TAX EXEMPTION" insofar as such statements purport to summarize the tax-exempt status of interest on the First Series 2022 Bonds, fairly and accurately summarize the matters purported to be discussed therein; provided that no view is expressed as to any other portion of the Official

Statement. No further opinion is expressed herein with respect to the accuracy, completeness or sufficiency of the Official Statement or as to compliance by the Authority or the Underwriter of the First Series 2022 Bonds with any state or federal law, rule or regulation applicable to the offering or sale of the First Series 2022 Bonds except as specifically stated herein.

This opinion is limited to the matters expressly set forth herein, and no opinion is to be inferred or may be implied beyond the matters expressly so stated. The opinions expressed herein are made only as of the date of this opinion. We have not undertaken to notify you of any change in law or fact after the date of this opinion which might affect any of the advice in this opinion. This opinion is solely for your benefit and may not be relied upon, or used by, any other person or entity, including any subsequent purchaser of the First Series 2022 Bonds, without our prior written consent in each instance.

Very truly yours,

MURRAY BARNES FINISTER LLP

By:

EXHIBIT B
to the Purchase Contract

[LETTERHEAD OF TROUTMAN PEPPER HAMILTON SANDERS LLP]

November 4, 2022

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

Re: $100,000,000 Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022

Ladies and Gentlemen:

We have acted as counsel to Georgia Power Company (the "Company") in connection with the purchase by you of $100,000,000 aggregate principal amount of Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022 (the "Bonds"), pursuant to the Purchase Contract, dated November 3, 2022 (the "Purchase Contract"), between the Development Authority of Bartow County (the "Authority") and you. This opinion is furnished to you pursuant to Section 6(g)(3)(ii) of the Purchase Contract.

In rendering the opinions expressed below, we have examined the following documents:

(i) The Official Statement, dated October 28, 2022, relating to the Bonds, including the Appendix thereto (the "Official Statement");

(ii) The documents incorporated by reference or deemed incorporated by reference into the Official Statement: the Annual Report on Form 10-K of the Company for the fiscal year ended December 31, 2021, the Quarterly Reports on Form 10-Q of the Company for the quarters ended March 31, 2022, June 30, 2022 and September 30, 2022 and the Current Reports on Form 8-K of the Company dated February 25, 2022, May 2, 2022, June 24, 2022 and September 29, 2022, each as filed under the Securities Exchange Act of 1934, as amended;

(iii) An executed copy of the Trust Indenture, dated as of November 1, 2022 (the "Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee;

(iv) An executed copy of the Loan Agreement, dated as of November 1, 2022 (the "Agreement"), between the Authority and the Company;

(v) An executed copy of the promissory note, dated November 4, 2022 (the "Note"), in the aggregate principal amount of $100,000,000 issued by the Company pursuant to the Agreement;

(vi) An executed copy of the Purchase Contract;

(vii) An executed copy of the Letter of Representation, dated November 3, 2022 (the "Letter of Representation"), among the Company, the Authority and you; and

(viii) Resolutions adopted by the Finance Committee of the Board of Directors of the Company on May 19, 2021 and February 15, 2022 with respect to, among other things, the due authorization of the Agreement and the Note.

In addition, we have examined, and have relied as to factual matters upon, the documents delivered to you at the closing (except the Bonds of which we have examined a specimen), and upon originals or copies, certified or otherwise identified to our satisfaction, of such corporate records, agreements, documents and other instruments and such certificates or comparable documents of public officials and of officers and representatives of the Authority and the Company, and have made such other and further investigations, as we deemed relevant and necessary as a basis for the opinions hereinafter set forth. In such examination, we have assumed (i) the genuineness of all signatures, (ii) the legal capacity of natural persons, (iii) the authenticity of all documents submitted to us as originals and (iv) the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such latter documents.

Based upon the foregoing, and subject to the qualifications and limitations stated herein, we are of the opinion that:

1. The Company has been duly incorporated and is validly existing and in good standing as a corporation under the laws of the State of Georgia and has due corporate authority to carry on the public utility business in which it is engaged and to own and operate the properties used by it in such business.

2. The Agreement and the Note have been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their respective terms, subject to the qualifications that the enforceability of the Company's obligations under the Agreement and the Note may be limited or otherwise affected by (i) bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and (ii) general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

3. The statements made in the Official Statement under the captions "THE BONDS," "THE AGREEMENT" and "THE INDENTURE," insofar as they purport to constitute summaries of certain terms of the documents referred to therein, constitute accurate summaries of the terms of such documents in all material respects; provided that no opinion is expressed with respect to the information contained under the caption "THE BONDS — Book–Entry System."

4. All orders, consents or other authorizations or approvals of the Georgia Public Service Commission legally required for the issuance of the Note and with respect

to the authorization, execution and delivery of the Agreement by the Company have been obtained; and no other order, consent or other authorization or approval of any Georgia or United States governmental body (other than in connection or in compliance with the provisions of the securities or "blue sky" laws of any jurisdiction, as to which we express no opinion) is legally required for the issuance of the Note or the authorization, execution and delivery of the Agreement by the Company.

5. No registration of the Bonds under the Securities Act of 1933, as amended, or qualification of the Indenture under the Trust Indenture Act of 1939, as amended, is required in connection with the offer and sale of the Bonds.

6. The Letter of Representation has been duly authorized, executed and delivered by the Company.

We have not passed upon, and the foregoing is subject to, and assumes, the validity of the Bonds and the tax-exempt status of interest thereon under the Internal Revenue Code of 1986, as amended, as to which you are relying upon the opinion dated the date hereof of Murray Barnes Finister LLP, Bond Counsel.

The attorneys in this firm that are rendering this opinion are members of the State Bar of Georgia and we do not express any opinion herein concerning any law other than the law of the State of Georgia and the federal law of the United States.

This opinion letter is rendered by us only to you and is solely for your benefit in your capacity as Underwriter in connection with the Purchase Contract and the transactions contemplated thereunder and may not be used, quoted or relied upon by you for any other purpose or relied upon by or furnished to any other person without our prior written consent except that Hunton Andrews Kurth LLP may rely on this opinion in giving its opinion pursuant to Section 6(g)(3)(iii) of the Purchase Contract, insofar as such opinion relates to matters of Georgia law. This opinion is expressed as of the date hereof, and we do not assume any obligation to update or supplement it to reflect any fact or circumstance that hereafter comes to our attention, or any change in law that hereafter occurs.

Very truly yours,

TROUTMAN PEPPER HAMILTON SANDERS LLP

EXHIBIT C
to the Purchase Contract

[LETTERHEAD OF TROUTMAN PEPPER HAMILTON SANDERS LLP]

November 4, 2022

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

Re: $100,000,000 Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022

Ladies and Gentlemen:

We have acted as counsel to Georgia Power Company (the "Company") in connection with the purchase by you of $100,000,000 aggregate principal amount of Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022 (the "Bonds") pursuant to the Purchase Contract, dated November 3, 2022 (the "Purchase Contract") between the Development Authority of Bartow County (the "Authority") and you. This letter is furnished to you pursuant to Section 6(g)(3)(ii) of the Purchase Contract.

In the above capacity, we have examined the Official Statement, dated October 28, 2022, relating to the Bonds, including the Appendix thereto (the "Official Statement"), which incorporates by reference or deems to incorporate by reference the Annual Report on Form 10-K of the Company for the fiscal year ended December 31, 2021 the Quarterly Reports on Form 10-Q of the Company for the quarters ended March 31, 2022, June 30, 2022 and September 30, 2022 and the Current Reports on Form 8-K of the Company dated February 25, 2022, May 2, 2022, June 24, 2022 and September 29, 2022 (collectively, the "Exchange Act Documents"), each as filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

We have participated in various conferences with the Company, its representatives, representatives of the independent public or certified public accountants of the Company and your counsel at which the contents of the Official Statement and the Exchange Act Documents and related matters were discussed and reviewed. Because of the inherent limitations in the independent verification of factual matters, and the character of the determinations involved in the preparation of the Official Statement and the Exchange Act Documents, we are not passing upon and do not assume any responsibility for, and make no representation that we have independently verified, the accuracy, completeness or fairness of the statements contained or incorporated by reference therein or omitted therefrom (other than as specified in opinion paragraph 3 of our opinion to you related to the Bonds dated of even date herewith). However, subject to and on the basis of the foregoing, we advise you that nothing has come to our attention that has caused us to believe that the Official Statement contained, as of its date, or contains, as of the date hereof, any untrue statement of a material fact or omitted, as of its date, or omits, as of the date hereof, to state

any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that in each case we express no belief with respect to the financial statements and schedules and notes thereto or other financial or statistical data contained or incorporated by reference in, or omitted from, the Official Statement or the Exchange Act Documents or with respect to the information in, or omitted from, the Official Statement under the captions "THE AUTHORITY," "THE BONDS — Book–Entry System," "UNDERWRITING" and "TAX EXEMPTION."

Subject to and on the basis of the foregoing, we further advise you that each Exchange Act Document, as of its date of filing with the Securities and Exchange Commission (the "Commission"), complied as to form in all material respects with the relevant requirements of the Exchange Act and the applicable rules and regulations of the Commission thereunder, except that in each case we express no belief as to the financial statements and schedules and notes thereto or other financial or statistical data contained or incorporated by reference in (or omitted from) the Official Statement or the Exchange Act Documents.

This letter is rendered by us only to you and is solely for your benefit in your capacity as Underwriter in connection with the Purchase Contract and the transactions contemplated thereunder and may not be used, quoted or relied upon by you for any other purpose or relied upon by or furnished to any other person without our prior written consent. This letter is expressed as of the date hereof, and we do not assume any obligation to update or supplement it to reflect any fact or circumstance that hereafter comes to our attention, or any change in law that hereafter occurs.

Very truly yours,

TROUTMAN PEPPER HAMILTON SANDERS LLP

EXHIBIT D
to the Purchase Contract

[LETTERHEAD OF HUNTON ANDREWS KURTH LLP]

November 4, 2022

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

Re: $100,000,000 Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022

Ladies and Gentlemen:

We have acted as your counsel in connection with the purchase by you of $100,000,000 aggregate principal amount of Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022 (the "Bonds"), pursuant to the Purchase Contract, dated November 3, 2022 (the "Purchase Contract"), between you and the Development Authority of Bartow County (the "Authority"). This opinion letter is furnished to you pursuant to Section 6(g)(3)(iii) of the Purchase Contract.

In rendering the opinions expressed below, we have examined the following documents:

(i) The Official Statement, dated October 28, 2022, relating to the Bonds, including the Appendix thereto (the "Official Statement");

(ii) The documents incorporated by reference or deemed incorporated by reference into the Official Statement: the Annual Report on Form 10-K of Georgia Power Company (the "Company") for the fiscal year ended December 31, 2021, the Quarterly Reports on Form 10-Q of the Company for the quarters ended March 31, 2022, June 30, 2022 and September 30, 2022 and the Current Reports on Form 8-K of the Company dated February 25, 2022, May 2, 2022, June 24, 2022 and September 29, 2022, each as filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act");

(iii) An executed copy of the Trust Indenture, dated as of November 1, 2022 (the "Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee;

(iv) An executed copy of the Loan Agreement, dated as of November 1, 2022 (the "Agreement"), between the Authority and the Company;

(v) An executed copy of the promissory note, dated November 4, 2022 (the "Note"), in the aggregate principal amount of $100,000,000 issued by the Company pursuant to the Agreement;

(vi) An executed copy of the Purchase Contract;

(vii) An executed copy of the Undertaking dated November 4, 2022 of the Company pursuant to the requirements of Rule 15c2-12 ("Rule 15c2-12") under the Exchange Act (the "Undertaking");

(viii) An executed copy of the Letter of Representation, dated November 3, 2022 (the "Letter of Representation"), among the Company, the Authority and you; and

(ix) Resolutions adopted by the Finance Committee of the Board of Directors of the Company on May 19, 2021 and February 15, 2022 with respect to, among other things, the due authorization of the Agreement and the Note.

In addition, we have examined, and have relied as to factual matters upon, the documents delivered to you at the closing (except the Bonds of which we have examined a specimen), and upon originals or copies, certified or otherwise identified to our satisfaction, of such corporate records, agreements, documents and other instruments and such certificates or comparable documents of public officials and of officers and representatives of the Authority and the Company, and have made such other and further investigations, as we deemed relevant and necessary as a basis for the opinions hereinafter set forth. In such examination, we have assumed (i) the genuineness of all signatures, (ii) the legal capacity of natural persons, (iii) the authenticity of all documents submitted to us as originals and (iv) the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such latter documents.

Based upon the foregoing, and subject to the qualifications and limitations stated herein, we are of the opinion that:

1. The Letter of Representation has been duly authorized, executed and delivered by the Company.

2. The Agreement and the Note have been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their respective terms, subject to the qualifications that the enforceability of the Company's obligations under the Agreement and the Note may be limited or otherwise affected by (i) bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and (ii) general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

3. The statements made in the Official Statement under the captions "THE BONDS," "THE AGREEMENT" and "THE INDENTURE," insofar as they purport to constitute summaries of certain terms of the documents referred to therein, constitute

accurate summaries of the terms of such documents in all material respects; provided that no opinion is expressed with respect to the information contained under the caption "THE BONDS — Book–Entry System."

4. No registration of the Bonds under the Securities Act of 1933, as amended, or qualification of the Indenture under the Trust Indenture Act of 1939, as amended, is required in connection with the offer and sale of the Bonds.

5. The Undertaking is a written agreement or contract that contains an undertaking on the part of the Company for the benefit of the holders of the Bonds to provide annual financial information and event notices through the Electronic Municipal Market Access system operated by the Municipal Securities Rulemaking Board at the times and in the manner required by Section (b)(5) of Rule 15c2-12.

We have not passed upon, and the foregoing is subject to, and assumes, the validity of the Bonds and the tax-exempt status of interest thereon under the Internal Revenue Code of 1986, as amended, as to which you are relying upon the opinion dated the date hereof of Murray Barnes Finister LLP, Bond Counsel.

We do not express any opinion herein concerning any law other than the law of the State of New York, the federal law of the United States and, to the extent necessary to render the opinions herein, the law of the State of Georgia. As to all matters governed by or dependent upon the law of the State of Georgia, we have, with your consent, relied upon the opinion letter of Troutman Pepper Hamilton Sanders LLP dated the date hereof and addressed to you.

This opinion letter is rendered by us only to you and is solely for your benefit in your capacity as Underwriter in connection with the Purchase Contract and the transactions contemplated thereunder and may not be used, quoted or relied upon by you for any other purpose or relied upon by or furnished to any other person without our prior written consent. This opinion letter is expressed as of the date hereof, and we do not assume any obligation to update or supplement it to reflect any fact or circumstance that hereafter comes to our attention, or any change in law that hereafter occurs.

Very truly yours,

HUNTON ANDREWS KURTH LLP

EXHIBIT E
to the Purchase Contract

[LETTERHEAD OF HUNTON ANDREWS KURTH LLP]

November 4, 2022

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

Re: $100,000,000 Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022

Ladies and Gentlemen:

We have acted as your counsel in connection with the purchase by you of $100,000,000 aggregate principal amount of Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022 (the "Bonds"), pursuant to the Purchase Contract, dated November 3, 2022 (the "Purchase Contract"), between you and the Development Authority of Bartow County (the "Authority"). This letter is furnished to you pursuant to Section 6(g)(3)(iii) of the Purchase Contract.

In the above capacity, we have examined the Official Statement, dated October 28, 2022, relating to the Bonds, including the Appendix thereto (the "Official Statement"), which incorporates by reference or deems to incorporate by reference the Annual Report on Form 10-K of Georgia Power Company (the "Company") for the fiscal year ended December 31, 2021, the Quarterly Reports on Form 10-Q of the Company for the quarters ended March 31, 2022, June 30, 2022 and September 30, 2022 and the Current Reports on Form 8-K of the Company dated February 25, 2022, May 2, 2022, June 24, 2022 and September 29, 2022 (collectively, the "Exchange Act Documents"), each as filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

We have participated in various conferences with the Company, its counsel, its representatives and representatives of the independent public or certified public accountants of the Company at which the contents of the Official Statement and the Exchange Act Documents and related matters were discussed and reviewed. Because of the inherent limitations in the independent verification of factual matters, and the character of the determinations involved in the preparation of the Official Statement and the Exchange Act Documents, we are not passing upon and do not assume any responsibility for, and make no representation that we have independently verified, the accuracy, completeness or fairness of the statements contained or incorporated by reference therein or omitted therefrom (other than as specified in opinion paragraph 3 of our opinion letter to you related to the Bonds dated of even date herewith). However, subject to and on the basis of the foregoing, we advise you that nothing has come to our attention which has caused us to believe that the Official Statement contained, as of its date, or contains, as of the date

hereof, any untrue statement of a material fact or omitted, as of its date, or omits, as of the date hereof, to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that in each case we express no belief with respect to the financial statements and schedules and notes thereto or other financial or statistical data contained or incorporated by reference in, or omitted from, the Official Statement or the Exchange Act Documents or with respect to the information in, or omitted from, the Official Statement under the captions "THE AUTHORITY," "THE BONDS — Book–Entry System," "UNDERWRITING" and "TAX EXEMPTION."

Subject to and on the basis of the foregoing, we further advise you that each Exchange Act Document, as of its date of filing with the Securities and Exchange Commission (the "Commission"), complied as to form in all material respects with the relevant requirements of the Exchange Act and the applicable rules and regulations of the Commission thereunder, except that in each case we express no belief as to the financial statements and schedules and notes thereto or other financial or statistical data contained or incorporated by reference in (or omitted from) the Official Statement or the Exchange Act Documents.

This letter is rendered by us only to you and is solely for your benefit in your capacity as Underwriter in connection with the Purchase Contract and the transactions contemplated thereunder and may not be used, quoted or relied upon by you for any other purpose or relied upon by or furnished to any other person without our prior written consent. This letter is expressed as of the date hereof, and we do not assume any obligation to update or supplement it to reflect any fact or circumstance that hereafter comes to our attention, or any change in law that hereafter occurs.

Very truly yours,

HUNTON ANDREWS KURTH LLP

EXHIBIT F
to the Purchase Contract

[LETTERHEAD OF DELOITTE & TOUCHE LLP]

This letter will be to the effect that:

(A) Deloitte & Touche LLP is an independent registered public accounting firm with respect to Georgia Power Company (the "Company") within the meaning of the Securities Act of 1933, as amended, and the rules and regulations thereunder; (B) at the Underwriter's request, Deloitte & Touche LLP has performed, and will report its findings as a result of performing, certain limited procedures performed through a specified date not more than five business days prior to the date of such letter, namely (i) reading of the minute books of the Company; (ii) reading of the unaudited financial statements, if any, of the Company incorporated by reference in the Appendix to the Official Statement (the "Appendix") and agreeing the amounts contained therein with the Company's accounting records; (iii) reading the financial statements of the Company, from which the audited and unaudited, if any, amounts for Operating Revenues, Earnings Before Income Taxes and Net Income After Dividends on Preferred and Preference Stock included in the Appendix are derived and agreeing the amounts contained therein with the Company's accounting records; (iv) reading the latest available unaudited financial statements of the Company, if any, for any calendar quarter subsequent to that set forth in (iii) above and agreeing the amounts contained therein and the unaudited amounts of Operating Revenues, Earnings Before Income Taxes and Net Income After Dividends on Preferred and Preference Stock, which amounts shall be set forth in such letter, to the Company's accounting records; and (v) making inquiries of certain officials of the Company who have responsibility for financial and accounting matters regarding whether (a) the unaudited financial statements described in (ii) are in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited financial statements incorporated by reference in the Appendix; (b) the unaudited financial statements described in (iii) and (iv) are stated on a basis substantially consistent with that of the audited financial statements incorporated by reference in the Appendix; (c) the specified unaudited amounts described in (iii) and (iv) are stated on a basis substantially consistent with that of the corresponding audited amounts included or incorporated by reference in the Appendix; and (d) there has been any change in the capital stock or long-term debt or any decrease in net assets of the Company as compared with amounts shown in the latest audited or unaudited balance sheet incorporated by reference in the Appendix, except in each case for changes or decreases which (i) the Appendix discloses have occurred or may occur, (ii) are occasioned by the declaration of dividends, (iii) are occasioned by draw-downs under existing solid waste disposal or pollution control financing arrangements or regularly scheduled payments of lease obligations, (iv) are occasioned by the purchase or redemption of bonds or stock to satisfy mandatory or optional redemption provisions relating thereto, (v) are occasioned by reclassification of current maturities of long-term debt, (vi) are occasioned by the amortization of debt issuance costs, or (vii) are disclosed in such letter (it being understood that the foregoing procedures do not constitute an audit performed in accordance with generally accepted auditing standards and they would not necessarily reveal matters of significance with respect to the comments made in such letter, nor would they necessarily disclose changes in specified financial statement line items, inconsistencies in the application of generally accepted accounting principles, or other matters, and accordingly that Deloitte & Touche

LLP makes no representations as to the sufficiency of such procedures for the Underwriter's purposes).

EXHIBIT G
to the Purchase Contract

GEORGIA POWER COMPANY

Letter of Representation

November 3, 2022

DEVELOPMENT AUTHORITY OF BARTOW COUNTY
Cartersville, Georgia

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

Ladies and Gentlemen:

Georgia Power Company (the "Company") delivers this Letter of Representation in order to induce Barclays Capital Inc. (the "Underwriter") and the Development Authority of Bartow County (the "Authority") to enter into a Purchase Contract, to be dated the date hereof (the "Purchase Contract"), with the Authority relating to the purchase by the Underwriter from the Authority of $100,000,000 aggregate principal amount of the Authority's Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022 (the "Bonds"). The Bonds will be issued under and secured by a Trust Indenture, dated as of November 1, 2022 (the "Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee. The proceeds of the Bonds are to be used, pursuant to the terms of a Loan Agreement, dated as of November 1, 2022 (the "Agreement"), between the Authority and the Company, to provide funds to finance the cost of the acquisition, construction, installation and equipping of certain solid waste disposal facilities or portions thereof located at the Company's Bowen steam electric generating plant located in Bartow County, Georgia (the "Project") and to pay all or a portion of the costs of issuance of the Bonds. The Company's payment obligations with respect to the Bonds under the Agreement will be evidenced by a non-negotiable promissory note equal in principal amount to the Bonds and bearing interest at the rate or rates borne by the Bonds (the "Note"). As used in this Letter of Representation the term "Official Statement" means the Official Statement of the Authority, dated October 28, 2022, relating to the Bonds including the Appendix thereto (the "Appendix") and the documents incorporated in the Appendix by reference.

1. In consideration of the execution and delivery of the Purchase Contract, the Company represents, warrants and covenants to and with the Underwriter and the Authority that:

(a) The descriptions and the information referred to or contained in the Official Statement as of its date (other than under the captions "THE AUTHORITY," "THE BONDS — Book–Entry System," "TAX EXEMPTION" or "UNDERWRITING" or in the statements on the cover page with respect to the initial public offering price, tax exemption

and terms of offering or on the Table of Contents page with respect to stabilization), does not, and as of the Closing Date, will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(b) The financial information and financial statements of the Company referred to, incorporated by reference or contained in the Appendix to the Official Statement present fairly, in all material respects, the financial position of the Company as of the dates indicated and the results of its operations for the periods specified, and the financial statements have been prepared in conformity with generally accepted accounting principles in the United States consistently applied in all material respects with respect to the periods involved, except as stated therein. Since the respective dates of such financial statements, no material adverse change has occurred in the business, properties or financial position of the Company taken as a whole other than as set forth in or contemplated by the Official Statement.

(c) There has not been any material adverse change in the business, properties or financial condition of the Company as a whole from that set forth in or contemplated by the Official Statement.

(d) The Company has not entered into any material transaction or incurred any material liability otherwise than in the ordinary course of business or as set forth in or contemplated by the Official Statement.

(e) This Letter of Representation has been, and the Agreement, the Note and the Undertaking (as defined below), when executed and delivered by the Company, will be, duly authorized, executed and delivered by the Company, and assuming due authorization, execution and delivery thereof by the other parties thereto, the Agreement and the Note will be legal, valid and binding obligations of the Company and will be enforceable in accordance with their respective terms, subject to the qualifications that the enforceability of the Company's obligations under the Agreement and the Note may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is considered in a proceeding in equity or at law).

(f) All necessary authorizations, approvals, consents or other orders of any governmental authority or agency for the execution and delivery by the Company of the Agreement and for the issuance by the Company of the Note have been obtained and are in full force and effect.

(g) The execution of this Letter of Representation, the Agreement and the Undertaking, the issuance and delivery of the Note, the consummation of the transactions herein and therein contemplated and the fulfillment of the terms hereof and thereof, did not or will not result in a breach of any of the terms and provisions of, or constitute a default under, any indenture, mortgage, deed of trust or other agreement or instrument to which the Company is a party (except for breaches or defaults which would not, individually or in the aggregate, be materially adverse to the Company or materially adverse to the

transactions contemplated by the Purchase Contract and this Letter of Representation), or of the Company's charter or by-laws or, to the knowledge of the Company, any order, rule or regulation applicable to the Company of any court or of any federal or state regulatory body or administrative agency or other governmental body having jurisdiction over the Company or over any of its activities or its properties.

(h) The Company is a corporation duly organized and existing under the laws of the State of Georgia and has due corporate authority to carry on the public utility business in which it is engaged and to own and operate the properties used by it in such business.

(i) To the best of the Company's knowledge, the Securities and Exchange Commission has not issued, and is not threatening to issue, any order preventing or suspending the use of the Official Statement.

(j) Except as disclosed in or contemplated by the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body known to the Company to be pending or threatened against or directly affecting the Company, nor to the best of the knowledge of the Company is there any basis therefor, wherein an unfavorable decision, ruling or finding (i) would have a material adverse effect on the transactions contemplated by the Purchase Contract or the Official Statement (excluding transactions contemplated solely by the Appendix and the documents incorporated in the Appendix by reference), or (ii) would adversely affect the validity or enforceability of the Bonds, the Indenture, the Agreement, the Note, the Purchase Contract or this Letter of Representation, or any agreement or instrument to which the Company is a party, used or contemplated for use in connection with the consummation by the Company of the transactions contemplated by the Purchase Contract or by the Official Statement (excluding transactions contemplated solely by the Appendix and the documents incorporated in the Appendix by reference).

(k) The Company acknowledges the terms of the Purchase Contract as they relate to it and the Company will pay the fees, costs and expenses to be paid by it pursuant to Section 8 of the Purchase Contract (subject to the terms and conditions set forth therein).

(l) The Bonds, the Indenture, the Agreement and the Note conform in all material respects to the descriptions thereof in the Official Statement.

(m) The Official Statement incorporates or will incorporate, by reference certain documents filed or to be filed by the Company with the Securities and Exchange Commission, which documents have been, and will be, prepared by the Company in conformity in all material respects with the requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations of the Securities and Exchange Commission thereunder, and copies of such documents have been and will be delivered to the Underwriter.

(n) In order to enable the Underwriter to comply with Rule 15c2-12 ("Rule 15c2-12") under the Exchange Act, the Company has entered into a separate undertaking pursuant to the requirements of Rule 15c2-12 (the "Undertaking").

(o) Except as disclosed in the Official Statement, the Company has not failed during the previous five years to comply, in all material respects, with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

(p) Neither the Company nor, to the knowledge of the Company, any director, officer, agent, employee or subsidiary, if any, of the Company is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Company will not directly or indirectly use the proceeds from the sale of the Bonds, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

2. The Company covenants and agrees with the Authority and the Underwriter, as of the date hereof, that:

(a) During such period (not to exceed nine months after the Closing Date) as the Underwriter believes delivery of the Official Statement is necessary or desirable in connection with the sales of the Bonds by the Underwriter or dealers, if any, the Company will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement, insofar as it shall be known to the Company, and agrees not to effect any such amendment or supplementation of the Official Statement which is unsatisfactory in form to Hunton Andrews Kurth LLP or in substance to the Underwriter; the Company will also advise the Underwriter promptly of the institution of any proceedings by the Securities and Exchange Commission or any other action or event of which the Company is aware and which may affect the use of the Official Statement in connection with the sale and distribution of the Bonds.

(b) If, at any time prior to the completion of the sale of the Bonds by the Underwriter, when in the judgment of the Underwriter, it is necessary or desirable to deliver an Official Statement in connection with sales of the Bonds, an event occurs as a result of which in the opinion of Hunton Andrews Kurth LLP, counsel for the Underwriter, the Official Statement as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, the Company promptly will prepare an amendment or supplement (or, in its discretion, make an appropriate filing pursuant to Section 13 or 14 of the Exchange Act) which will correct such statement or omission; provided that any such amendment or supplement which is requested by the Underwriter more than 90 days after the Closing Date shall be prepared at the Underwriter's expense.

(c) The Company will assist, if necessary therefor, in the qualification of the Bonds for sale and the determination of their eligibility for investment under the laws of

such jurisdictions as the Underwriter shall designate and will assist, if necessary therefor, in the continuance of such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the Company shall not be required to qualify as a foreign corporation or to file any consents to service of process under the laws of any state or to comply with any other requirements in any jurisdiction where it is not now so qualified.

(d) The Company will not take or omit to take any action which will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Indenture and the Agreement.

3. The acceptance and confirmation of this Letter of Representation by the Authority shall constitute a representation and warranty by the Authority to the Company and the Underwriter that the representations and warranties contained in Section 4 of the Purchase Contract are true as of the date hereof and will be true in all material respects as of the Closing Date.

4. (a) The Company agrees to indemnify and hold harmless the Authority, any member, officer, employee or agent of the Authority, the Underwriter and each person, if any, who controls the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended (the "Securities Act") and the Exchange Act, against any and all losses, claims, damages, liabilities, joint or several, and expenses whatsoever arising out of any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, or in any amendment or supplement thereto, or arising out of any omission or any alleged omission to state therein a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages, liabilities or expenses arise out of any such untrue statement or omission or alleged untrue statement or omission made in any such documents in reliance upon and in conformity with written information furnished to the Company by the Underwriter specifically for use therein; provided, however, that the indemnity agreement contained in this Section 4(a) shall not inure to the benefit of the Underwriter (or of any person so controlling the Underwriter) to the extent of any losses, claims, damages, liabilities or expenses arising from the sale of the Bonds to any person if a copy of the Official Statement (exclusive of the documents incorporated in the Appendix by reference), as amended or supplemented at the time of such sale, shall not have been given or sent to such person by or on behalf of the Underwriter with or prior to the written confirmation of the sale involved.

(b) The Underwriter agrees to indemnify and hold harmless the Company, its directors and officers and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act, the Authority and any official or employee of the Authority, against any and all losses, claims, damages, liabilities and expenses whatsoever arising out of any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, or in any amendment or supplement thereto, or any omission or alleged omission to state therein any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, but only to the extent that such untrue statement or alleged untrue statement or omission or alleged omission was made in any such document in reliance upon and in conformity with written information furnished to the Company by the Underwriter specifically for use therein.

(c) The Company agrees with respect to any action against it, any of its directors or officers or any person controlling it as aforesaid, the Underwriter agrees with respect to any action against it or any person controlling it as aforesaid, and the Authority agrees with respect to any action against it, or any of its members, officers, employees or agents, in respect of which indemnity may be sought hereunder, that it will promptly give written notice of the commencement of such action to the party or parties against whom indemnity may be sought; but the omission so to notify any indemnifying party will not relieve such indemnifying party from any liability which it may have to the indemnified party which failed to give such notice otherwise than under this Section 4 nor affect any rights such indemnifying party may have otherwise than under this Section 4 to participate in or assume the defense of any action brought against such indemnified party. Upon receipt of any such notice by an indemnifying party, such indemnifying party shall be entitled to assume the defense of such action, including the employment of counsel and the payment of all expenses in connection with such defense, and will have the right to negotiate and consent to settlement; provided that the Company shall not consent to any settlement unless the settlement (i) includes an unconditional release of the Underwriter or its officers, directors and employees from all liability arising out of such action and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of the Underwriter or its officers, directors and employees. Any indemnified party shall have the right to employ separate counsel in any such action against it and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless the employment of such counsel shall have been specifically authorized in writing by the indemnifying party or the indemnifying party shall have elected not to assume the defense of such action. No indemnifying party shall be liable for any settlement of any such action effected without its consent; but if any such action is settled with the consent of an indemnifying party or if there be a final judgment for the plaintiff in any such action (of which an indemnifying party shall have been notified as aforesaid), such indemnifying party shall indemnify and hold harmless each indemnified party from and against any losses, claims, damages, liabilities or expenses incurred or suffered by reason of such settlement or judgment.

5. The Company will deliver or cause to be delivered all opinions, certificates and other documents as provided for in the Purchase Contract to be delivered by it.

6. The representations and warranties of the Company and the Authority contained herein, or in the certificates of officers of the Company or officials of the Authority submitted to the Underwriter pursuant to the Purchase Contract, and the agreements of the Company and the Underwriter contained in Section 4 hereof shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Authority or any of its officials or employees, the Underwriter or controlling person thereof, or the Company or any of its directors or officers or controlling persons, and shall survive the delivery of the Bonds to the Underwriter. The Company's agreement contained in Section 1(k) hereof to pay expenses shall survive the termination of the Purchase Contract and this Letter of Representation.

7. This Letter of Representation is made solely for the benefit of the Authority, the Underwriter and the Company, and, to the extent expressly provided herein, any person referred to in Section 4 hereof, and their respective successors and assigns, and no other person, partnership, association or corporation shall acquire or have any right under or by virtue hereof.

The terms "successors" and "assigns" shall not include any purchaser of Bonds from the Underwriter merely because of such purchase.

8. The Company acknowledges and agrees that: (i) the transaction contemplated by this Letter of Representation is an arm's length, commercial transaction between the Company and the Underwriter in which the Underwriter is and has been acting as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Company; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Company with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter or its affiliates have provided other services or are currently providing other services to the Company on other matters) or other contractual, advisory or fiduciary obligation to the Company related to this Letter of Representation except the contractual obligations expressly set forth in this Letter of Representation; (iii) the Underwriter has a duty to deal with the Company in a fair and reasonable manner but must balance that duty with its duty to perform its other responsibilities as Underwriter in a manner that is fair and reasonable to investors; (iv) the Company has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate; (v) the responsibilities and obligations of the Underwriter under this Letter of Representation are purely contractual in nature and the Underwriter is not undertaking and is not serving in the capacity as agent under the law of agency; and (vi) this Letter of Representation expresses the entire relationship between the parties hereto.

9. The execution and delivery of this Letter of Representation by the Company shall constitute the Company's approval of and consent to the Authority's entering into, acceptance and execution of the Purchase Contract and performance thereunder.

10. This Letter of Representation shall be governed by and construed in accordance with the laws of the State of Georgia.

11. Any notice or other communication to be given to the Company under this Letter of Representation may be given by delivering the same in writing to the Company, 241 Ralph McGill Boulevard, N.E., Atlanta, Georgia 30308, Attention: Corporate Secretary, with a copy to Southern Company Services, Inc., 30 Ivan Allen, Jr. Boulevard, N.W., Atlanta, Georgia 30308, Attention: Ryan Morris. Any notice or other communication to be given to the Authority may be given by delivering the same in writing to its address set forth in the Purchase Contract. Any notice or other communication to be given to the Underwriter may be given by delivering the same in writing at the address set forth in the Purchase Contract. The Company, the Authority and the Underwriter shall each be fully entitled to rely upon notice given pursuant to this Section and to act thereon.

12. This Letter of Representation shall become effective upon execution hereof and the effectiveness of the Purchase Contract referred to herein. It shall terminate upon termination of the Purchase Contract.

13. This Letter of Representation may be signed in several counterparts by manual, facsimile or electronic signature. Each will be deemed to be an original, but all of them together constitute the same instrument. The words "execution," "signed," "delivery," and words

of like import in or relating to this Letter of Representation or any document to be signed in connection with this Letter of Representation shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

Very truly yours,

GEORGIA POWER COMPANY

By:_____
Name:
Title:

Accepted and confirmed as of the
date first above written

BARCLAYS CAPITAL INC.

By:_____
Name:
Title:

DEVELOPMENT AUTHORITY OF BARTOW COUNTY

By:_____
Name:
Title:

EXHIBIT H
to the Purchase Contract

ISSUE PRICE CERTIFICATE

The undersigned Barclays Capital Inc. (the "Underwriter") hereby certifies as set forth below with respect to the sale and issuance of $100,000,000 aggregate principal amount of the Development Authority of Bartow County (Georgia) (the "Authority") Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022 (the "Bonds"):

1. Sale of the Bonds. As of the date of this certificate, the first price at which at least 10% of the Bonds was sold to the Public is the price listed in Schedule I to this Issue Price Certificate (this "Certificate").

2. Defined Terms.

(a) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly

(b) "Sale Date" means the first day on which there is a binding contract in writing for the sale of the Bonds. The Sale Date of the Bonds is November 3, 2022.

(c) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

3. The representations set forth in this Certificate are limited to factual matters only. Nothing in this Certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Authority and Georgia Power Company with respect to certain of the representations set forth in the Tax and Non-Arbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Murray Barnes Finister LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038, and other federal income tax advice that it may give to the Authority and Georgia Power from time to time relating to the Bonds.

Very truly yours,

BARCLAYS CAPITAL INC.

By:_____
Name:
Title:

Dated: November 4, 2022

SCHEDULE I
to the Issue Price Certificate

Sale Price of the Bonds

Maturity Date: November 1, 2062

Principal Amount: $100,000,000

Initial Daily Rate: 1.70%

Price: 100%

ATTACHMENT

UNDERWRITING AGREEMENT/PURCHASE CONTRACT
PROSPECTUS/OFFICIAL STATEMENT
PROVIDING FOR THE ISSUANCE OF
GEORGIA POWER COMPANY

Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022

NEW ISSUE -- BOOK-ENTRY ONLY

In the opinion of Murray Barnes Finister LLP ("Bond Counsel"), assuming the accuracy of certain representations and certifications and compliance with certain tax covenants, interest on the Bonds is not includable in gross income for federal income tax purposes under existing statutes, rulings and court decisions, and under applicable regulations and proposed regulations, except for interest on any Bond for any period during which such Bond is held by a "substantial user" of the Project (as defined herein) or a "related person" as defined in Section 147(a) of the Internal Revenue Code of 1986, as amended. Interest on the Bonds is included as an item of tax preference in computing the federal alternative minimum tax for individuals, and such interest is taken into account in determining the annual adjusted financial statement income of certain corporations (as defined for federal income tax purposes) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. See "TAX EXEMPTION." In the opinion of Bond Counsel, interest on the Bonds is exempt from present State of Georgia income taxation under existing statutes as described herein.

$100,000,000

Development Authority of Bartow County (Georgia)
Solid Waste Disposal Facility Revenue Bonds
(Georgia Power Company Plant Bowen Project),
Second Series 2022

THE BONDS WILL BE LIMITED SPECIAL OBLIGATIONS OF THE DEVELOPMENT AUTHORITY OF BARTOW COUNTY (THE "AUTHORITY") AND WILL BE PAYABLE SOLELY FROM THE LOAN REPAYMENTS UNDER A PROMISSORY NOTE ISSUED PURSUANT TO A LOAN AGREEMENT RELATED TO THE BONDS WITH:

Georgia Power

Dated: Date of original issuance and delivery

Due: November 1, 2062

The Bonds will bear interest from the date of their original issuance and delivery at a Daily Rate determined by Wells Fargo Bank, National Association (the "Underwriter") as described herein under "THE BONDS—Interest," payable on the fifth business day of each month. The first interest payment date will be December 7, 2022.

The Bonds are subject to optional redemption, extraordinary optional redemption, optional tender and mandatory tender for purchase as described herein under "THE BONDS—Redemption," "THE BONDS—Optional Tender" and "THE BONDS—Mandatory Tender for Purchase." If irrevocable notice of tender is delivered prior to 11:00 a.m., New York City time, on a business day, then the purchase price for any Bond tendered pursuant to such notice shall be paid on a business day specified by the owner of the Bond, which may be the date the notice is delivered.

Subject to satisfaction of certain conditions in the indenture pursuant to which the Bonds will be issued, Georgia Power Company (the "Company") may from time to time change the method of determining the interest rate on the Bonds to a Modified Daily Rate, a Weekly Rate, a Commercial Paper Rate, an Adjusted Index Rate or a Long-Term Interest Rate, as more fully described herein under "THE BONDS—Change in Interest Rate Determination Methods." The Bonds are subject to mandatory tender for purchase on the first day of any new interest rate period following any such conversion at a price equal to 100% of the aggregate principal amount thereof plus accrued interest to, but not including, the purchase date. The holders of the Bonds have no right to retain the Bonds after any such date. See "THE BONDS—Mandatory Tender for Purchase."

The Bonds will be issuable as fully registered bonds and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. During the period the Bonds bear interest at a Daily Rate, the Bonds will be issued in denominations of $100,000 and integral multiples of $5,000 thereafter. Purchases will be made in book-entry form through DTC participants and no physical delivery of Bonds will be made to purchasers, except as otherwise described in this Official Statement. Payments of principal of, premium, if any, on, purchase price of and interest on the Bonds will be made by U.S. Bank Trust Company, National Association, as Trustee and Paying Agent, to Cede & Co., as nominee for DTC, as registered owner of the Bonds, to be subsequently disbursed to DTC participants and thereafter to the beneficial owners of the Bonds. See "THE BONDS—Book-Entry System."

Wells Fargo Bank, National Association has been appointed as the Remarketing Agent for the Bonds.

PRICE: 100%

The Bonds are offered subject to prior sale, when, as and if issued and received by the Underwriter, subject to the receipt of the opinion of Murray Barnes Finister LLP, Bond Counsel, as described herein, and certain other conditions. Certain legal matters, other than the validity of the Bonds and the exclusion from gross income for federal and state income tax purposes of interest thereon, will be passed on for the Company by its counsel, Troutman Pepper Hamilton Sanders LLP, Atlanta, Georgia, for the Underwriter by its counsel, Hunton Andrews Kurth LLP, New York, New York, and for the Authority by its counsel, H. Boyd Pettit, III PC. The Bonds are expected to be delivered through the facilities of DTC in New York, New York on or about November 4, 2022.

Wells Fargo Securities

October 28, 2022

The information contained in this Official Statement has been obtained from the Company, DTC or other sources deemed reliable by the Company. No representation or warranty is made as to the accuracy or completeness of such information, and nothing contained in this Official Statement is, or shall be relied upon as, a promise or representation by the Underwriter. This Official Statement is submitted in connection with the sale of securities as referred to herein and may not be reproduced or be used, in whole or in part, for any other purpose. The delivery of this Official Statement at any time does not imply that information herein or in the Appendix to this Official Statement (including the documents incorporated by reference in the Appendix to this Official Statement) is correct as of any time subsequent to its date.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

No broker, dealer, salesman or any other person has been authorized by the Authority, by the Company or by the Underwriter to give any information or to make any representation other than as contained in this Official Statement or in the Appendix to this Official Statement (including the documents incorporated by reference in the Appendix to this Official Statement) in connection with the offering described herein. Neither the Company nor the Underwriter takes any responsibility for, nor can it provide any assurance as to the reliability of, any other information. This Official Statement does not constitute an offer of any securities other than those described on the cover page or an offer to sell or a solicitation of an offer to buy in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE AUTHORITY, THE COMPANY AND THE TERMS OF THE OFFERING DESCRIBED IN THIS OFFICIAL STATEMENT INCLUDING THE MERITS AND RISKS INVOLVED. THE SECURITIES DESCRIBED IN THIS OFFICIAL STATEMENT HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING REGULATORY AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CERTAIN PERSONS PARTICIPATING IN THE OFFERING DESCRIBED IN THIS OFFICIAL STATEMENT MAY ENGAGE IN TRANSACTIONS THAT STABILIZE, MAINTAIN OR OTHERWISE AFFECT THE PRICE OF THE BONDS, INCLUDING BY ENTERING STABILIZING BIDS. FOR A DESCRIPTION OF THESE ACTIVITIES, SEE "UNDERWRITING."

TABLE OF CONTENTS

OFFICIAL STATEMENT **Page**

Introductory Statement 1

The Authority 2

Use of Bond Proceeds 3

The Bonds 3

The Agreement 11

The Indenture 13

The Trustee 17

The Remarketing Agreement 17

Underwriting 18

Tax Exemption 19

Secondary Market Information / Continuing Disclosure 20

Legal Matters 20

Miscellaneous 22

APPENDIX-GEORGIA POWER COMPANY *A-1*

OFFICIAL STATEMENT

$100,000,000

Development Authority of Bartow County (Georgia)
Solid Waste Disposal Facility Revenue Bonds
(Georgia Power Company Plant Bowen Project),
Second Series 2022

INTRODUCTORY STATEMENT

This Official Statement, including the cover page and the Appendix, is provided to furnish information in connection with the sale of $100,000,000 aggregate principal amount of Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022 (the "Bonds").

The Bonds are to be issued pursuant to a Trust Indenture, dated as of November 1, 2022 (the "Indenture"), between the Development Authority of Bartow County (the "Authority") and U.S. Bank Trust Company, National Association, as trustee (in such capacity, the "Trustee"), to provide funds to finance the cost of the acquisition, construction, installation and equipping of certain solid waste disposal facilities or portions thereof (the "Project") located at Georgia Power Company's (the "Company") Bowen steam electric generating plant in Bartow County, Georgia (the "Plant") and to pay all or a portion of the costs of issuance of the Bonds. The Plant consists of four coal fired units with a total installed (nameplate) capacity of 3,160,000 kilowatts. The Company anticipates that two of the four coal-fired generating units at the Plant (1,400,000 kilowatts) will cease operation by the end of 2027 but that portions of the Project will remain in use following such cessation of operations.

The Authority will loan the proceeds of the Bonds to the Company pursuant to a Loan Agreement, dated as of November 1, 2022 (the "Agreement"). In order to evidence the loan from the Authority with respect to the Bonds (the "Loan") and to provide for its repayment, the Company will issue a nonnegotiable promissory note related to the Bonds to the Authority (the "Note") pursuant to the Agreement. The Authority will assign all of its rights under the Note, including all payments to be made by the Company thereunder, to the Trustee as part of the trust estate under the Indenture (except for certain amounts payable under the Agreement in respect of indemnification and certain fees and expenses). Payments required under the Note, if made in full and in a timely manner, will be sufficient to pay when due the principal of, premium, if any, on, purchase price of and interest on the Bonds.

The Bonds initially will bear interest at a Daily Rate. Subject to satisfaction of certain conditions in the Indenture, the Company may from time to time change the method of determining the interest rate on the Bonds from a Daily Rate to a Modified Daily Rate, a Weekly Rate, a Commercial Paper Rate, an Adjusted Index Rate or a Long-Term Interest Rate in accordance with the Indenture, in each case following mandatory tender for purchase upon not less than 15 days' prior written notice to the owners of the Bonds.

THIS OFFICIAL STATEMENT IS NOT INTENDED TO PROVIDE ANY INFORMATION REGARDING THE BONDS AFTER THE DATE, IF ANY, ON WHICH THE BONDS CONVERT TO BEAR INTEREST, AS PERMITTED BY THE INDENTURE, AT AN INTEREST RATE OTHER THAN THE DAILY RATE DESCRIBED HEREIN.

The Bonds will be limited special obligations of the Authority payable solely from and secured by revenues and proceeds to be received by the Trustee, as assignee of the Authority, pursuant to the Note. The Bonds will be secured by an assignment and pledge to the Trustee of substantially all of the Authority's rights, title and interest in and to the Note and the Agreement. The Bonds are not a debt or a general obligation or a pledge of the faith and credit of the State of Georgia or any political subdivision thereof, including Bartow County, Georgia.

U.S. Bank Trust Company, National Association is the Trustee under the Indenture. A corporate trust office of U.S. Bank Trust Company, National Association is currently located in Atlanta, Georgia. The Trustee may be removed at any time by the holders of a majority in aggregate principal amount of the Bonds at the time outstanding or, as long as no event of default has occurred and is continuing, by the Company. Any resignation of the Trustee will

become effective with 30 days' written notice or upon the acceptance of appointment by the successor Trustee. See "THE TRUSTEE."

Brief descriptions of the Authority, the use of proceeds of the Bonds, the Bonds, the Agreement, the Indenture, the Trustee and certain other matters relating to the Bonds are set forth herein. Information with respect to the Company, including certain financial statements, is set forth or incorporated by reference in the Appendix to this Official Statement.

The descriptions and summaries in this Official Statement do not purport to be complete, and reference is made to each document for the complete details of such document's terms and conditions. The statements made in this Official Statement are qualified in their entirety by reference to each such document. Capitalized terms not defined in this Official Statement have the meanings set forth in the Agreement and the Indenture, copies of which are available for inspection, during the initial offering period of the Bonds, at the offices of Southern Company Services, Inc., 30 Ivan Allen Jr. Boulevard, N.W., Atlanta, Georgia 30308, Attention: Melissa K. Caen.

The Bonds are part of the Company's larger plan to finance the Project. Contemporaneous with the issuance of the Bonds, the Company anticipates borrowing from the Authority the proceeds of certain tax-exempt obligations expected to be comprised of the Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022 in the aggregate principal amount of $100,000,000 (the "First Series 2022 Bonds"). The First Series 2022 Bonds, when and if issued, will be issued and secured under a separate trust indenture and the proceeds loaned to the Company under a separate loan agreement. This Official Statement is not, and should not be construed as, an offering of any bonds other than the Bonds. The completion of the offering of the Bonds is not contingent on the success of any other offering.

THE AUTHORITY

The Authority has been activated by resolution of the governing body of Bartow County pursuant to the provisions of the Development Authorities Law (O.C.G.A. Section 36-62-1, *et seq.*), as amended (the "Act"). The Authority is a public body corporate and politic of the State of Georgia with power to perform acts in its corporate capacity and in its corporate name necessary and proper to carry out the purposes enumerated in the Act, including full power to authorize and to issue and deliver the Bonds and to perform all of its obligations under the Agreement and the Indenture.

The Authority has not and will not in the future monitor the financial condition of the Company or otherwise monitor payment of the Bonds or compliance with the documents relating thereto. Any commitment or obligation for continuing disclosure with respect to the Bonds or the Company has been undertaken solely by the Company.

The Authority may sell and deliver obligations other than the Bonds. These obligations will be secured by instruments separate and apart from the Indenture and the Agreement, and the holders of such other obligations of the Authority will have no claim on the security for the Bonds. Likewise, the Bondholders will have no claim on the security for such other obligations that may be issued by the Authority.

THE BONDS, TOGETHER WITH INTEREST AND PREMIUM, IF ANY, THEREON, SHALL CONSTITUTE LIMITED SPECIAL OBLIGATIONS OF THE AUTHORITY AND SHALL NEVER CONSTITUTE A DEBT OR A GENERAL OBLIGATION OF THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING BARTOW COUNTY, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING BARTOW COUNTY, OR A CHARGE AGAINST THE GENERAL CREDIT OR THE TAXING POWER OF ANY OF THEM. THE AUTHORITY HAS NO TAXING POWER.

USE OF BOND PROCEEDS

The proceeds received by the Authority from the sale of the Bonds, less the fees paid to the Underwriter (as defined herein) by the Company, will be deposited in the construction fund created for the Bonds under the Indenture (the "Construction Fund"), to be used to pay or reimburse the Company for costs of the Project and certain costs incident to the sale and issuance of the Bonds. See "UNDERWRITING" for fees payable by the Company to the Underwriter.

It is anticipated that a total of approximately $575,000 will be expended by the Company from the proceeds of the Bonds for legal, accounting, rating agency, Authority and other fees in connection with the issuance of the Bonds.

THE BONDS

The Indenture provides that the method of determining the interest rate on the Bonds may be changed from time to time. This Official Statement is not intended to provide any information regarding the Bonds after the date, if any, on which the Bonds convert to bear interest, as permitted by the Indenture, at an interest rate other than the Daily Rate described herein. The Bonds are subject to mandatory tender for purchase on the effective date in the event of any such conversion. See "—Mandatory Tender for Purchase." Holders of the Bonds will have no right to retain the Bonds if the Company converts the interest rate determination method for the Bonds to another interest rate determination method.

Description

The Bonds will mature on the date set forth on the cover page of this Official Statement. Interest on the Bonds will initially be payable at a Daily Rate. The Company may change the interest rate determination method for the Bonds from time to time as described herein under "—Change in Interest Rate Determination Methods." A change in the interest rate determination method for the Bonds will result in the mandatory tender of the Bonds, as described herein under "—Mandatory Tender for Purchase."

The Bonds will initially be issued as fully registered bonds in denominations of $100,000 and integral multiples of $5,000 thereafter. The Bonds will initially be registered in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository (the "Securities Depository") for the Bonds and individual purchases of Bonds may be made in book-entry only form. So long as the Bonds are in book-entry only form, purchasers of Bonds will not receive certificates representing their interests in the Bonds purchased. So long as Cede & Co., as nominee of DTC, is the registered owner of such Bonds, references in this Official Statement to the Bondholders or registered owners or holders shall mean Cede & Co. and shall not mean the Beneficial Owners (as defined herein) of the Bonds.

So long as Cede & Co. is the registered owner of Bonds, principal of, premium, if any, on, purchase price of and interest on the Bonds are payable to Cede & Co., as nominee for DTC, which will, in turn, remit such amounts to the Direct or Indirect Participants (as defined herein) for subsequent disbursement to the Beneficial Owners. See "—Book-Entry System."

Wells Fargo Bank, National Association has been appointed as remarketing agent (the "Remarketing Agent") for the Bonds under the Indenture. See "THE REMARKETING AGREEMENT."

Interest

While the Bonds bear interest at a Daily Rate, interest will be payable to the registered holder of the Bonds as of the Record Date (as defined herein) by check mailed by first-class mail on the Interest Payment Date (as defined herein) to such holder's registered address. When the Bonds are held in book-entry only form, such interest payments will be made to Cede & Co., as nominee of DTC, as record owner (see "—Book-Entry System") in accordance with DTC's procedures.

"Record Date" means, with respect to Bonds bearing interest at a Daily Rate, the last Business Day (as defined herein) of each month. "Business Day" means any day other than (i) a Saturday or Sunday, (ii) a day on which commercial banks in New York, New York, Atlanta, Georgia, or the city in which the designated corporate trust office

of the Trustee is located, are authorized by law to close or (iii) a day on which the New York Stock Exchange or the Federal Reserve System is closed.

Interest on the Bonds will accrue from the first day of the month (unless no interest has been paid on the Bonds in which case interest shall accrue from the date of issuance) until the last day of the month and will be paid on the fifth Business Day of the following month (the fifth Business Day of each month, an "Interest Payment Date"). The first Interest Payment Date following the offering described herein will be December 7, 2022, which will relate to the period from November 4, 2022 through November 30, 2022. Interest will be computed on the basis of the actual number of days elapsed over a year of 365 days (366 days in leap years). Interest on overdue principal and, to the extent lawful, on overdue premium and interest will be payable at the rate on the Bonds on the day before the default occurred. While there exists an Event of Default under the Indenture, the interest rate on the Bonds will be the rate on the Bonds on the day before the Event of Default occurred.

The Remarketing Agent will set a Daily Rate on or before 10:00 a.m., New York City time, on each Business Day for that Business Day, except with respect to the initial Daily Rate, where the Remarketing Agent will set a Daily Rate on or before 5:00 p.m., New York City time, on the day before the date of original issuance and delivery of the Bonds. Each Daily Rate will be the minimum rate necessary (as determined by the Remarketing Agent based on the examination of tax-exempt obligations comparable to the Bonds known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions) for the Remarketing Agent to sell the Bonds on the day the Daily Rate is set at their principal amount (without regard to accrued interest). The Daily Rate for any non-Business Day will be the rate for the last day for which a rate was set.

Fallback Interest Period and Rate

If the appropriate Daily Rate is not or cannot be determined for any reason on any Business Day, the Bonds will remain in the Daily Rate determination method and the interest rate will be equal to the SIFMA Index Rate adjusted by the Spread (each as defined herein) or, if the SIFMA Index Rate is unavailable or the Spread cannot be determined, 90% of the 30-day Treasury rate as provided to the Trustee by the Remarketing Agent (in each case, the "Fallback Rate"), until such time as (i) the method of determining interest on the Bonds can be changed in accordance with the Indenture or (ii) a new Daily Rate is determined in accordance with the terms of the Indenture. On the first day the interest rate on the Bonds is determined at the Fallback Rate, the Remarketing Agent will determine the SIFMA Index Rate and the applicable Spread which will apply to the Bonds from such date through the next succeeding Wednesday (or, if earlier, until the last day on which the interest rate on the Bonds is determined at the Fallback Rate). Thereafter, while the Bonds continue to bear interest at the Fallback Rate, the Remarketing Agent will determine the SIFMA Index Rate and the Spread on each succeeding Wednesday (each, a "Fallback Reset Date"), or if such Fallback Reset Date is not a U.S. Government Securities Business Day (as defined herein), the next succeeding U.S. Government Securities Business Day, and such SIFMA Index Rate and Spread will apply from the Thursday following such Fallback Reset Date through the next Fallback Reset Date.

"SIFMA Index Rate" means, as of any date, the level of the most recently effective index rate which is compiled from the weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Bloomberg Financial L.P. which meets specific criteria established from time to time by the Securities Industry and Financial Markets Association (the "SIFMA") and is issued on Wednesday of each week or, if any Wednesday is not a U.S. Government Securities Business Day, the next succeeding U.S. Government Securities Business Day. If such index is no longer published or otherwise not available, the "SIFMA Index Rate" for any day will mean the level of the "S&P Municipal Bond 7-Day High Grade Rate Index" maintained by S&P Dow Jones Indices LLC, a division of S&P Global Inc., for a seven-day maturity as published on (i) the U.S. Government Securities Business Day immediately preceding the first day interest is determined on the Bonds at the Fallback Rate and (ii) each Wednesday during which the Bonds bear interest at the Fallback Rate (each, an "Adjustment Date"), or as most recently published prior to the Adjustment Date. If neither such index is any longer available, the "SIFMA Index Rate" will be the prevailing rate on an Adjustment Date determined most recently on or before the effective date of such index by the Remarketing Agent, in consultation with the Company, for tax-exempt state and local government bonds meeting the then-current SIFMA criteria.

"Spread" means the minimum number of basis points above or below the SIFMA Index Rate that would be necessary (as determined by the Remarketing Agent based on the examination of tax-exempt obligations comparable to the Bonds known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions)

to allow the Remarketing Agent to sell the Bonds on the date and at the time of such determination at their principal amount (without regard to accrued interest) if the Bonds were being sold on such date.

"U.S. Government Securities Business Day" means any day other than (a) a Saturday or Sunday, (b) a day on which the SIFMA recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities or (c) a day on which the calculation agent is required or permitted by law to close.

Calculation and Notice of Interest

The Remarketing Agent will provide the Trustee and the Company with notice in writing or by Electronic Means (as defined herein) by 12:30 p.m., New York City time, on the first Business Day after a month in which interest on the Bonds was payable at a Daily Rate, of the Daily Rate for each day in such month, and on any Business Day preceding any redemption or purchase date, any interest rate requested by the Trustee in order to enable it to calculate the accrued interest, if any, due on such redemption or purchase date. Using the rates supplied by such notice, the Trustee will calculate the interest payable on the Bonds. The Trustee will confirm the effective interest rate in writing or by Electronic Means to any Bondholder who requests it in writing or by Electronic Means.

The setting of the rates by the Remarketing Agent and the calculation of interest payable on the Bonds by the Trustee as provided in the Indenture, absent manifest error, will be conclusive and binding on the Authority, the Company, the Trustee and the owners of the Bonds.

"Electronic Means" means facsimile transmission, email transmission or other similar electronic means of communication providing evidence of transmission, including a telephone communication confirmed by any other method set forth in this definition.

Security

The Bonds will be limited special obligations of the Authority, payable by the Authority solely from and secured by an assignment and pledge by the Authority to the Trustee of the trust estate, including the Authority's right to, among other things, payments by the Company pursuant to the Note.

The Authority will assign to the Trustee, for the benefit of the Bondholders, the trust estate, which includes all of its rights, title and interest in and to the Agreement and the Note and all amounts payable thereunder (except for certain amounts payable under the Agreement in respect of indemnification and certain fees and expenses), as well as its rights with respect to certain funds established under the Indenture. The payments by the Company under the Note are required to be made to the Trustee and to be equal, together with other moneys available therefor, to the amount of principal of, premium, if any, on, purchase price of and interest required to be paid on the Bonds, whether at stated maturity, upon redemption or declaration, or otherwise.

The Bonds and the interest thereon shall not be deemed to constitute a debt or general obligation or a pledge of the faith and credit of the State of Georgia or any political subdivision thereof, including Bartow County. Neither the State of Georgia nor any political subdivision thereof nor the Authority shall be obligated to pay the principal of, premium, if any, on, purchase price of and interest on the Bonds or other amounts due with respect thereto except from the revenues and receipts pledged therefor, and neither the faith and credit nor the taxing power of the State of Georgia or any political subdivision thereof, including Bartow County, is pledged to the payment of the principal of, the premium, if any, on, the purchase price of and the interest on the Bonds or other amounts due with respect thereto.

Redemption

Optional Redemption: The Bonds may be redeemed in whole or in part, at the option of the Company, on any Business Day, at a redemption price equal to 100% of the principal amount being redeemed plus accrued interest to, but not including, the date of redemption.

Extraordinary Optional Redemption: The Bonds are subject to redemption in whole at any time prior to maturity at the redemption price equal to 100% of the principal amount thereof plus accrued interest to, but not

including, the date of redemption, but without premium, upon receipt by the Trustee and the Authority of a written notice from the Company stating that the Company has determined that:

(a) any federal, state or local body exercising governmental or judicial authority has taken any action which results in the imposition of unreasonable burdens or excessive liabilities with respect to the Project, rendering impracticable or uneconomical the operation of the Project, including, without limitation, the condemnation or taking by eminent domain of all or substantially all of the Project; or

(b) the Project has been damaged or destroyed to such an extent that it is not practicable or desirable to rebuild, repair or restore the Project.

Notice of Redemption: At least 20 days before the redemption date of any Bonds, the Trustee will mail a notice of redemption by first class mail, postage prepaid, to all registered owners of Bonds to be redeemed at their addresses as they appear on the registration books maintained by the Trustee. No further interest will accrue on the principal of any Bonds called for redemption as of and after the redemption date if notice has been duly given and payment of the redemption price thereof and accrued interest has been duly provided for, and the owners of such Bonds will have no rights with respect to such Bonds except to receive payment of the redemption price thereof and interest accrued to but not including the redemption date. With respect to an optional redemption of any Bonds under "*—Optional Redemption*" or "*—Extraordinary Optional Redemption*," such notice may state that such redemption shall be conditional upon certain conditions being met on or prior to the date fixed for redemption. If such conditions are not met, such notice shall be of no force and effect, the Authority shall not redeem such Bonds, the redemption price shall not be due and payable and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

Partial Redemption: In the event of a redemption of less than all of the Bonds, the Trustee will select the Bonds to be redeemed by lot or other method it deems fair and appropriate, except that the Trustee will first select any Bonds owned by the Company or any of its nominees or held by the Trustee for the account of the Company or any of its nominees. The Trustee will make the selection from Bonds not previously called for redemption. For this purpose, the Trustee will consider each Bond in a denomination larger than the minimum denomination permitted by the Bonds at the time to be separate Bonds each in the minimum denomination.

Change in Interest Rate Determination Methods

Subject to satisfaction of certain conditions in the Indenture, the Bonds may be converted, at the option of the Company, to bear interest at a Modified Daily Rate, a Weekly Rate, a Commercial Paper Rate, an Adjusted Index Rate or a Long-Term Interest Rate, in such case, upon not less than 15 days' prior written notice to the owners of the Bonds. On the conversion date applicable to the Bonds, the Bonds shall be subject to mandatory tender for purchase at a purchase price equal to 100% of the principal amount thereof, plus accrued interest (see "—Mandatory Tender for Purchase"). It is currently anticipated that, should the Bonds be converted to bear interest at a new interest rate determination method, a reoffering memorandum or reoffering circular will be distributed describing the Bonds while they bear interest in such interest rate determination method. Holders of the Bonds will have no right to retain the Bonds if the Company converts the interest rate determination method for the Bonds to another interest rate determination method.

Optional Tender

While the Bonds bear interest at a Daily Rate, the holder of any Bond may elect to have its Bond (or any portion of its Bond equal to the lowest authorized denomination or whole multiples thereof) purchased by the Trustee at a purchase price equal to 100% of the principal amount thereof plus interest accrued to, but not including, the date of purchase, as described herein.

When interest on a Bond is payable at a Daily Rate and a book-entry system is in effect, a Beneficial Owner of such Bond (through its Direct Participant in the Securities Depository) may tender its interest in a Bond (or portion of Bond) by delivering an irrevocable written notice or an irrevocable telephone notice, promptly confirmed in writing or by Electronic Means, to the Trustee (any such telephone notice to be delivered to a responsible officer of the Trustee) and an irrevocable notice in writing or by Electronic Means to the Remarketing Agent, in each case prior to 11:00 a.m., New York City time, on a Business Day, stating the principal amount of the Bond (or portion of Bond)

being tendered, payment instructions for the purchase price and the Business Day, which may be the date the notice is delivered, on which the Bond (or portion of Bond) is to be purchased. The Beneficial Owner shall effect delivery of such Bond by causing such Direct Participant to transfer its interest in the Bond equal to such Beneficial Owner's interest on the records of the Securities Depository to the participant account of the Trustee or its agent with the Securities Depository. Any notice received by the Trustee after 11:00 a.m., New York City time, will be deemed to have been given on the next Business Day.

When interest on a Bond is payable at a Daily Rate and a book-entry system is not in effect, a holder of a Bond may tender the Bond (or portion of Bond) by delivering (i) the notices described above (which must include the certificate number of the Bond) and (ii) the Bond to the Trustee by 1:00 p.m., New York City time, on the date of purchase.

Payment of the purchase price of Bonds to be purchased upon optional tender as described above will be made by the Trustee in immediately available funds by the close of business on the date of purchase.

Bonds for which the owners have given notice of tender for purchase but which are not delivered on the tender date shall be deemed tendered. Bonds tendered for purchase on a date after a call for redemption has been given but before the redemption date will be purchased pursuant to the tender.

Notice in respect of tenders and Bonds tendered must be delivered as follows:

Trustee
U.S. Bank Trust Company, National Association
Global Corporate Trust Services
111 Fillmore Avenue E
St. Paul, MN 55107
Attention: Specialized Finance
Telephone: (800) 934-6802
Email: tender.notifications@usbank.com

Remarketing Agent
Wells Fargo Bank, National Association
550 S. Tryon Street, 7th Floor
Charlotte, NC 28202
Attention: Mark Shea
Telephone: (704) 410-0783
Email: Mark.Shea@wellsfargo.com

Irrevocability

Each notice of tender by a Bondholder, whether delivered in writing or by Electronic Means, will automatically constitute an irrevocable tender for purchase of the Bond (or portion thereof) to which the notice relates on the purchase date at a price equal to 100% of the principal amount of such Bond (or portion thereof) plus any interest thereon accrued and unpaid as of the purchase date. The determination of the Trustee as to whether a notice of tender has been properly delivered will be conclusive and binding upon the Bondholders.

Unless the Bonds are held in DTC's book-entry system, the Trustee may refuse to accept delivery of any Bond for which a proper instrument of transfer has not been provided. If any owner of a Bond who gave notice fails to deliver its Bond to the Trustee at the place and on the applicable date and time specified, or fails to deliver its Bond properly endorsed and moneys for the payment of such Bond are on deposit with the Trustee, such Bond shall constitute an undelivered Bond and interest shall cease to accrue on such Bond as of the tender date and such owner shall have no right under the Indenture other than the right to receive payment of the tender price thereof.

Remarketing and Purchase

Except to the extent the Company directs the Remarketing Agent not to remarket the Bonds and except as otherwise provided in the Indenture, the Remarketing Agent will offer for sale and use reasonable efforts to sell all Bonds tendered for purchase at a price equal to 100% of the principal amount thereof plus accrued interest, if any, to the purchase date. The Trustee will pay the purchase price of the Bonds tendered for purchase first from the proceeds of the remarketing of such Bonds and, if such remarketing proceeds are insufficient, from moneys made available by the Company pursuant to the Agreement and the Note. The Company is obligated under the Agreement and the Note to purchase any Bonds tendered for purchase to the extent such Bonds have not been remarketed. See "THE REMARKETING AGREEMENT."

Although it is not obligated to do so, the Company currently expects that it will, at all times while the Bonds

may be tendered for purchase, maintain arrangements for a line or lines of credit or similar facility or facilities with such banks or other lenders as the Company may determine in its sole discretion to provide for the Company's sole benefit liquidity support for its unconditional obligation to purchase Bonds.

Mandatory Tender for Purchase

The Bonds are subject to mandatory tender for purchase, upon 15 days' notice to the Bondholders, at a purchase price equal to 100% of the principal amount thereof, plus accrued interest to, but not including, the purchase date, on the effective date of any conversion of the interest rate determination method for the Bonds. See "—Change in Interest Rate Determination Methods." If the Bonds are purchased by the Company, such Bonds remain outstanding and may be offered for sale in a different interest rate determination method pursuant to the terms of the Indenture.

In the event that notice is given of a mandatory tender for purchase of the Bonds, each Bondholder, in order to receive payment of the tender price for the Bonds owned by such owner, must deliver such Bonds in accordance with the instructions provided in such notice of mandatory tender for purchase. In the event that a Bondholder shall fail to tender any such Bond as required by such notice, such Bond shall nevertheless be deemed to have been tendered for purchase if moneys are available for the payment of the tender price thereof, and the Trustee shall hold the tender price for such Bond uninvested and without any further liability for interest thereon until such Bond is tendered as provided in such notice.

Special Considerations Relating to the Bonds

The Remarketing Agent is Paid by the Company

The Remarketing Agent's responsibilities include determining the interest rate from time to time and remarketing Bonds that are optionally or mandatorily tendered by the owners thereof (subject, in each case, to the terms of the Remarketing Agreement (as defined herein)), all as further described in this Official Statement. The Remarketing Agent has been appointed by the Company and will be paid by the Company for its services. As a result, the interests of the Remarketing Agent may differ from those of existing holders and potential purchasers of Bonds.

The Remarketing Agent Routinely Purchases Bonds for its Own Account

The Remarketing Agent acts as remarketing agent for a variety of variable rate demand obligations and, in its sole discretion, routinely purchases such obligations for its own account in order to achieve a successful remarketing of the obligations (i.e., because there are otherwise not enough buyers to purchase the obligations) or for other reasons. The Remarketing Agent is permitted, but not obligated, to purchase tendered Bonds for its own account and, if it does so, it may cease doing so at any time without notice. The Remarketing Agent may also make a market in the Bonds by routinely purchasing and selling Bonds other than in connection with an optional or mandatory tender for purchase and remarketing. Such purchases and sales may be at or below par. However, the Remarketing Agent is not required to make a market in the Bonds. The Remarketing Agent may also sell any Bonds it has purchased to one or more affiliated investment vehicles for collective ownership or enter into derivative arrangements with affiliates or others in order to reduce its exposure to the Bonds. The purchase of Bonds by the Remarketing Agent may create the appearance that there is greater third party demand for the Bonds in the market than is actually the case. The practices described above also may result in fewer Bonds being tendered in a remarketing.

The Bonds May be Offered at Different Prices on Any Date Including an Interest Rate Determination Date

Pursuant to the Indenture, the Remarketing Agent is required to determine the applicable rate of interest that, in its judgment, is the minimum rate necessary (as determined by the Remarketing Agent based on the examination of tax-exempt obligations comparable to the Bonds known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions) for the Remarketing Agent to sell the Bonds on the day the rate is set at their principal amount (without regard to accrued interest). The interest rate will reflect, among other factors, the level of market demand for the Bonds (including whether the Remarketing Agent is willing to purchase Bonds for its own account). The Indenture will require that the Remarketing Agent use its reasonable efforts to sell tendered Bonds at par, plus accrued interest, if any. There may or may not be Bonds tendered and remarketed on a day that the interest rate on the Bonds is set, the Remarketing Agent may or may not be able to remarket any Bonds tendered for purchase

on such date at par and the Remarketing Agent may sell Bonds at varying prices to different investors on such date or any other date. The Remarketing Agent is not obligated to advise purchasers in a remarketing if it does not have third-party buyers for all of the Bonds at the remarketing price.

Secondary Market Transactions

In the event the Remarketing Agent owns any Bonds for its own account, it may, in its sole discretion in a secondary market transaction outside the tender process, offer such Bonds on any date, including the day that the interest rate on the Bonds is set, at a discount to par to some investors.

The Ability to Sell the Bonds other than through the Tender Process May Be Limited

The Remarketing Agent may buy and sell Bonds other than through the tender process. However, it is not obligated to do so and may cease doing so at any time without notice and may require holders that wish to tender their Bonds to do so through the Trustee with appropriate notice. Thus, investors who purchase the Bonds, whether in a remarketing or otherwise, should not assume that they will be able to sell their Bonds other than by tendering the Bonds in accordance with the tender process set forth in the Indenture.

Under Certain Circumstances, the Remarketing Agent May Be Removed, Resign or Cease Remarketing the Bonds, Without a Successor Being Named

Under certain circumstances, the Remarketing Agent may be removed or have the ability to resign or cease its remarketing efforts, without a successor having been named, subject to the terms of the Remarketing Agreement and the Indenture.

Book-Entry System

DTC will act as the initial Securities Depository for the Bonds. The Bonds will be issued only as fully-registered bonds registered in the name of Cede & Co., DTC's nominee, or such other name as may be requested by an authorized representative of DTC. One fully-registered global bond certificate will be issued for the Bonds, representing the total principal amount of the Bonds, and will be deposited with the Trustee on behalf of DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended (the "1934 Act"). DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants" and, together with the Direct Participants, the "Participants"). The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission (the "Commission"). More information about DTC can be found at www.dtcc.com. The contents of such website do not constitute a part of this Official Statement.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchases. Beneficial Owners, however, are expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the

Direct or Indirect Participants through which the Beneficial Owner purchased the Bonds. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any changes in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds. DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Although voting with respect to the Bonds is limited, in those cases where a vote is required, neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Company or the Trustee on the relevant payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Direct or Indirect Participant and not of DTC, the Company, the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) are the responsibility of the Trustee, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursements of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Direct or Indirect Participant, to the Remarketing Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Direct or Indirect Participant's interest in the Bonds, on DTC's records, to the Remarketing Agent. The requirement for physical delivery of the Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Remarketing Agent's DTC account.

DTC may discontinue providing its services as Securities Depository with respect to the Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor Securities Depository is not obtained, certificated Bonds will be required to be printed and delivered to the holders of record. Additionally, the Company may decide to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository) with respect to the Bonds. The Company understands, however, that under

current industry practices, DTC would notify its Direct or Indirect Participants of the Company's decision but will only withdraw beneficial interests from a global Bond at the request of each Direct or Indirect Participant. In that event, certificates for the Bonds will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority, the Company, the Underwriter and the Trustee believe to be reliable, but none of the Authority, the Company, the Trustee or the Underwriter takes any responsibility for the accuracy thereof. None of the Authority, the Company, the Underwriter or the Trustee has any responsibility for the performance by DTC or its Direct or Indirect Participants of their respective obligations as described herein or under the rules and procedures governing their respective operations.

In the event that the book-entry system is discontinued, a Bondholder may transfer or exchange the Bonds in accordance with the Indenture. The Trustee will require a Bondholder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture.

Except in connection with the purchase of Bonds tendered for purchase, the Trustee is not required to transfer or exchange any Bond which has been called for redemption or during the period beginning on the date of mailing a notice of redemption of the Bonds or any portion of the Bonds and ending on the redemption date. In addition, in case of such discontinuance, an additional or co-paying agent may be designated.

THE AGREEMENT

Issuance of the Bonds; Construction of the Project

The Authority will issue the Bonds and loan the proceeds of the sale thereof to the Company, which proceeds will be applied as described herein under "USE OF BOND PROCEEDS." The Company agrees to cause the Project to be acquired, constructed, installed and equipped substantially in accordance with the plans and specifications as provided in the Agreement.

The Trustee is authorized under the Indenture to make payments from the Construction Fund to pay the Cost of Construction, as defined in the Agreement, or to reimburse the Company for any Cost of Construction paid or incurred by the Company, upon the receipt of requisitions of the Company. The Agreement provides that if the Company should pay any excess Cost of Construction, it shall not be entitled to any diminution of the amounts payable by it under the Note and the Agreement.

Repayment of the Loan and Other Amounts Payable

In order to evidence the Loan and the Company's obligation to repay the same, the Company will issue the Note in the same aggregate principal amount as the Bonds and having the same stated maturity and interest rate. Pursuant to the Note, the Company will pay to the Trustee, as assignee of the Authority, amounts which, and at or before times which, shall correspond to the payments in respect of the principal of, premium, if any, on, interest on and the purchase price of the Bonds whenever and in whatever manner the same shall become due, whether at stated maturity, upon redemption or declaration or otherwise. The Company will also pay the purchase price of Bonds required to be purchased under the terms of the Indenture to the extent there are no remarketing proceeds to pay such amounts. In the event there are available moneys on deposit with the Trustee with respect to the Bonds on any payment date, such moneys will be credited against the payment then due.

The Company will also pay the fees, charges and reasonable expenses of the Trustee, any paying agents and any tender agents under the Indenture, any expenses in connection with any redemption of the Bonds and any arbitrage rebate requirement.

Term of Agreement

The Agreement shall continue in full force and effect until such time as all of the outstanding Bonds have been fully paid or provision has been made for such payment in accordance with the terms of the Indenture, whichever shall be earlier, and the fees and expenses of the Trustee, the Authority, any paying agents and any tender agents and all other amounts payable by the Company under the Agreement and the Note shall have been paid.

Obligations of the Company Unconditional

The Company agrees that its obligations to make payments pursuant to the Note and to perform and observe the other agreements on its part contained in the Agreement are absolute and unconditional notwithstanding, among other things, any changes in the tax law or other law of the United States of America, the State of Georgia or any political subdivision of either thereof or any failure by the Authority to perform its obligations under the Agreement.

Assignment and Pledge

The Authority will assign to the Trustee a security interest in all of its rights, title and interest in, to and under the Note and the Agreement and all amounts payable thereunder (except for certain payments under the Agreement in respect of indemnification and certain fees and expenses) and amounts held in the bond fund created under the Indenture (the "Bond Fund") and the Construction Fund. The Company will assent to such assignment and will agree that, as to the Trustee, its obligation to make payments will be absolute and not subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach by the Authority or the Trustee of any obligation to the Company, whether under the Agreement or otherwise, or out of any indebtedness or liability at any time owing to the Company by the Authority or the Trustee.

Consolidation, Merger or Sale of Assets

The Company may consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States of America or under the laws of the United States of America) or permit other corporations to consolidate with or merge into it, or sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve; provided, in the event the Company is not the surviving, resulting or transferee corporation, that the surviving, resulting or transferee corporation assumes, accepts and agrees in writing to pay and perform all of the obligations of the Company under the Agreement and the Note and is incorporated in or qualified to do business in Georgia as a foreign corporation and that such consolidation, merger or transfer of assets does not result in the loss of the exclusion from gross income for federal income tax purposes of interest on the outstanding Bonds. The term "corporation" includes corporations, partnerships, limited partnerships, limited liability partnerships, limited liability companies, associations, companies, statutory trusts and business trusts.

Defaults and Remedies; Force Majeure

The Agreement provides that the happening of one or more of the following events will constitute an "Event of Default" under the Agreement: (a) failure by the Company to pay when due the amounts required to be paid pursuant to the Note, which failure, in the case of such amounts in respect of interest on any Bond, continues for two days; (b) failure by the Company to pay within 30 days of the date due any other amounts required to be paid pursuant to the Agreement; (c) failure by the Company to observe and perform any other of its covenants, conditions or agreements under the Agreement for a period of 90 days after written notice from the Authority or the Trustee, unless extended; and (d) certain events of bankruptcy, insolvency, dissolution, liquidation, winding-up, reorganization or other similar events of the Company.

Under the terms of the Agreement, certain of the Company's obligations referred to in clause (c) of the preceding paragraph may be suspended if by reason of force majeure (as defined in the Agreement) the Company is unable to carry out such obligations.

Whenever an Event of Default shall have occurred and be continuing, the Trustee, as assignee of the Authority, may (a) by written notice to the Company, declare all amounts payable pursuant to the Note to be immediately due and payable and (b) take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Note or to enforce performance and observance of any obligation, agreement or covenant of the Company under the Agreement.

Any amounts collected pursuant to any above action taken will be deposited with the Trustee and applied in accordance with the provisions of the Indenture, or, if the Bonds have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture) and the fees and expenses of the Trustee, the paying

agents and the tender agents and all other amounts required to be paid under the Indenture shall have been paid, returned to the Company.

Amendment of the Agreement

Prior to the payment of the Bonds in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), the Agreement may not be terminated and may not be effectively amended except by written agreement in accordance with the Indenture. See "THE INDENTURE—Amendment of the Agreement."

THE INDENTURE

Construction Fund

The proceeds from the sale of the Bonds will be deposited in the Construction Fund. Such proceeds and any other moneys deposited in the Construction Fund shall be applied to the payment of, or reimbursement to the Company for, the cost of financing the acquisition, construction, installation and equipping of the Project and to pay all or a portion of the costs of issuance of the Bonds. See "THE AGREEMENT — Issuance of the Bonds; Construction of the Project."

The Indenture provides that upon completion of the Project any moneys remaining in the Construction Fund shall (1) be used to redeem outstanding Bonds in accordance with the Indenture or (2) be used for any other purpose which, in the opinion of nationally recognized counsel experienced on the subject of municipal bonds, is permissible under Georgia law and will not cause the loss of the exclusion from gross income for federal income tax purposes of the interest on the Bonds. Amounts approved by the Company, however, shall be retained by the Trustee in the Construction Fund for payment of any Cost of Construction not then due and payable or which is in dispute.

Permitted Investments

Except as otherwise provided in the Indenture, any moneys held by the Trustee shall be invested and reinvested by the Trustee, at the written direction of the Company to the extent permitted by law, in: (a) bonds or obligations of the State of Georgia (the "State") or other states, or of counties, municipal corporations or political subdivisions of the State; (b) bonds or other obligations of the United States or of subsidiary corporations of the United States Government which are fully guaranteed by such government; (c) obligations of and obligations guaranteed by agencies or instrumentalities of the United States Government, including those issued by the Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, Bank for Cooperatives and any other such agency or instrumentality; provided, however, that all such obligations shall have a current credit rating from a nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market; (d) bonds or other obligations issued by any Public Housing Agency or Municipal Corporation in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States Government, or project notes issued by any public housing agency, urban renewal agency or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan or payment agreement with the United States Government; (e) certificates of deposit of national or state banks located within the State which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan associations located within the State which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association or building and loan association acting as depositary, custodian or trustee for any such bond proceeds; provided, however, that the portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit, with the Federal Reserve Bank of New York, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State or with a trust office within the State, of one or more the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State or other states or of any county or municipal corporation in the State, obligations of the United States or subsidiary corporations included in clause (b) above, obligations of the agencies and instrumentalities of the

United States Government included in clause (c) above or bonds, obligations or project notes of public housing agencies, urban renewal agencies or municipalities included in clause (d) above; (f) securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as: (i) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in clause (b) and (c) above and repurchase agreements fully collateralized by any such obligations; (ii) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian; (iii) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and (iv) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State; (g) interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least $50,000,000 or with any government bond dealer reporting to, trading with and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least $50,000,000 or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956; provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement or other similar banking arrangement shall permit the money so placed to be available for use at the time provided with respect to the investment of reinvestment of such moneys; and (h) any other investments to the extent at the time permitted by then applicable law for the investment of public funds.

Default Under the Indenture

The following shall be "Events of Default" under the Indenture:

(a) default in the payment of any interest on any Bond outstanding under the Indenture when due and as the same shall become due and payable, which default continues for two days;

(b) default in the due and punctual payment of principal on any Bond when due and payable, whether at maturity, upon redemption or by declaration or otherwise;

(c) default in the due and punctual payment of the purchase price of any Bond required to be purchased in accordance with its terms; and

(d) the occurrence and continuance of an "Event of Default" under the Agreement.

Remedies Under the Indenture

Upon the occurrence of an Event of Default, the Trustee may, and upon written request of the holders of not less than 25% in aggregate principal amount of the Bonds then outstanding shall, by notice in writing to the Authority and the Company, declare the principal of all Bonds then outstanding and the interest accrued thereon immediately due and payable.

If, after the principal of the Bonds and the accrued interest thereon have been declared due and payable, all arrears of interest and interest on overdue installments of interest, if lawful, and principal and premium, if any, having become due other than by acceleration are paid by the Authority, and the Authority also performs all other things in respect of which it may have been in default under the Indenture and pays the reasonable fees, charges, costs and expenses of the Trustee and other costs, the Trustee shall annul such declaration and such annulment shall be binding upon all holders of the Bonds issued under the Indenture; but no such annulment shall extend to or affect any subsequent default or impair any right or remedy consequent thereon.

If an Event of Default occurs and is continuing, subject to the Indenture, the Trustee before or after declaring the principal of the Bonds and the interest accrued thereon immediately due and payable may, and upon the written request of the holders of not less than 25% in aggregate principal amount of the Bonds then outstanding shall, by notice in writing delivered to the Authority and the Company, pursue any available remedy, including appointment of a receiver, by proceeding at law or in equity available to the Trustee under the Agreement or the Note to collect the

principal of or interest on the Bonds or to enforce the performance of any provision of the Bonds, the Indenture, the Agreement or the Note. The Trustee, as the assignee of all the rights, title and interest of the Authority in and to the Agreement and the Note, may enforce each and every right granted to the Authority under the Agreement and the Note. In exercising such rights and the rights given the Trustee under the Indenture, the Trustee shall take such action as, in the judgment of the Trustee applying the standards described in the Indenture, would best serve the interests of the Bondholders. If any Event of Default has occurred and is continuing, the Trustee in its discretion may, and upon the written request of the holders of not less than 25% in aggregate principal amount of the Bonds then outstanding shall, by notice in writing delivered to the Authority and the Company and receipt of indemnity to its satisfaction, in its own name: (a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Bondholders, including the right to require the Authority to enforce any rights under the Agreement and the Note and to require the Authority to carry out any other provisions of the Indenture for the benefit of the Bondholders and to perform its duties under the Act; (b) bring suit upon the Bonds; (c) by action or suit in equity require the Authority to account as if it were the trustee of an express trust for the Bondholders; or (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders.

No remedy conferred upon or reserved to the Trustee or to the Bondholders by the terms of the Indenture is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders under the Indenture or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and every such right and power may be exercised from time to time as often as may be deemed expedient. No waiver of any default or Event of Default under the Indenture, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Upon the occurrence and continuance of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders under the Indenture, the Trustee shall be entitled as a matter of right to the appointment of a receiver or receivers of the trust estate with such powers as the court making such appointment shall confer.

In the event of a bankruptcy or reorganization of the Company, the Trustee may file a proof of claim on behalf of all Bondholders with respect to the obligations of the Company pursuant to the Agreement and the Note.

A Bondholder may not pursue any remedy with respect to the Indenture or the Bonds unless (a) the Bondholder gives the Trustee written notice stating that an Event of Default is continuing, (b) the holders of at least 25% in principal amount of the Bonds then outstanding make a written request to the Trustee to pursue the remedy, (c) such Bondholder or Bondholders offer to the Trustee indemnity satisfactory to the Trustee against any loss, liability, cost or expense (including reasonable attorney's fees, costs and expenses) and (d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity. Nothing contained in the Indenture shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, on and interest on any Bond at and after the stated maturity thereof.

A Bondholder may not use the Indenture to prejudice the rights of another Bondholder or to obtain a preference or priority over the other Bondholders.

Notwithstanding any other provision of the Indenture, the right of any Bondholder to receive payment of principal of and interest on a Bond, on or after the due dates expressed in the Bond, or the purchase price of a Bond on or after the date for its purchase as provided in the Bond, or to bring suit for the enforcement of any such payment on or after such dates, shall not be impaired or affected without the consent of the Bondholder.

Waivers of Events of Default

The holders of a majority in principal amount of the Bonds then outstanding, by written notice to the Trustee, may waive an existing Event of Default and its consequences. When an Event of Default is waived, it is cured and stops continuing, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent to it. The holders of a majority in principal amount of the Bonds then outstanding may, in writing, direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any

trust or power conferred on it. However, the Trustee, upon the advice of counsel, may refuse to follow any direction that conflicts with law or the Indenture or that the Trustee determines is unduly prejudicial to the rights of other Bondholders, or would subject the Trustee to personal liability.

Defeasance

Any Bond will be deemed paid for all purposes of the Indenture when (a) payment of the principal of and interest (which shall be calculated at 15% per annum or, to the extent the maximum rate permitted by applicable law becomes less than 15% per annum, then the maximum rate permitted by applicable law) on the Bond to the due date of such principal and interest (whether at maturity, upon redemption or otherwise) or the payment of the purchase price either (1) has been made in accordance with the terms of the Bonds or (2) has been provided for by depositing with the Trustee in trust (A) moneys in an amount which are sufficient to make such payment or purchase or (B) Government Obligations maturing as to principal and interest in such amounts and at such times as will insure, without any further reinvestment, the availability of sufficient moneys to make such payment or purchase, and (b) all compensation and reasonable costs and expenses of the Trustee pertaining to each Bond in respect of which such deposit is made have been paid or provided for to the Trustee's satisfaction. For purposes of determining the sufficiency of any deposit of moneys or Government Obligations pursuant to this paragraph, any Bond which at the time may be tendered by the owner of such Bond at such owner's option shall be considered to be tendered on each date on which such Bond may be tendered. When a Bond is deemed paid, it will no longer be secured by or entitled to the benefits of the Indenture or be an obligation of the Authority and shall be payable solely from the moneys or Government Obligations described above under clause (a)(2), except that such Bond may be tendered if and as provided in the Bonds and it may be registered as transferred, exchanged, registered, discharged from registration or replaced as provided in the Indenture.

Notwithstanding the foregoing, upon the deposit of funds or Government Obligations under clause (a)(2) in the above paragraph, the purchase price of tendered Bonds shall be paid from the sale of Bonds under the Indenture, unless the Company provides instructions to the Trustee in writing to purchase such Bonds from moneys deposited with the Trustee for cancellation. If payment of such purchase price is not made from the sale of Bonds pursuant to the Indenture, payment shall be made from funds (or Government Obligations) on deposit pursuant to the Indenture without the need of any further instruction or direction by the Company, in which case such Bonds shall be surrendered to the Trustee and cancelled.

Notwithstanding the foregoing, no deposit under clause (a)(2) in the first paragraph above shall be deemed a payment of a Bond until (1) the Company has furnished the Trustee and the Authority a Favorable Opinion of Tax Counsel to the effect that (a) the deposit of such cash or Government Obligations will not cause the Bonds to become "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and (b) all of the conditions precedent to the defeasance of the Bonds have been complied with and (2) (a) notice of redemption of the Bond is given in accordance with the Indenture or, if the Bond is not to be redeemed or paid within the next 60 days, until the Company has given the Trustee, in form satisfactory to the Trustee, irrevocable instructions (i) to notify, as soon as practicable, the owner of the Bond, in accordance with the Indenture, that the deposit required by clause (a)(2) in the first paragraph above has been made with the Trustee and that the Bond is deemed to be paid under the Indenture and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of the Bond, premium, if any, on and interest on such Bond, if the Bond is to be redeemed rather than paid and (ii) to give notice of redemption not less than 20 nor more than 60 days prior to the redemption date for such Bond or (b) the maturity of the Bond.

"Government Obligations" means (i) noncallable direct obligations of the United States for which its full faith and credit are pledged, (ii) noncallable obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States, the timely payment of which is unconditionally guaranteed as a full faith and credit obligation of the United States or (iii) securities or receipts evidencing ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (i) or (ii).

Amendment of the Indenture

Any amendment of or supplement to the Indenture will be effected by a supplemental indenture entered into by the Authority and the Trustee. The Authority and the Trustee may enter into supplemental indentures without notice to or the consent of any Bondholder for the following purposes: (a) to cure any ambiguity, inconsistency,

formal defect or omission; (b) to grant to the Trustee for the benefit of the Bondholders additional rights, remedies, powers or authority; (c) to subject to the Indenture additional collateral or to add other agreements of the Authority; (d) to modify the Indenture or the Bonds to permit qualification under the Trust Indenture Act of 1939, as amended, or any similar federal statute at the time in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States; (e) to authorize different authorized denominations of the Bonds and to make correlative amendments and modifications to the Indenture regarding exchangeability of the Bonds of different authorized denominations, redemptions of portions of the Bonds of particular authorized denominations and similar amendments and modifications of a technical nature; (f) to increase or decrease the number of days specified for the giving of notices of mandatory tender and to make corresponding changes to the period for notice of redemption of the Bonds; (g) to provide for an uncertificated system of registering the Bonds or to provide for the change to or from a book-entry system for the Bonds; (h) to evidence the succession of a new Trustee or the appointment by the Trustee or the Authority of a co-trustee; (i) to make any change that does not materially adversely affect the rights of any Bondholder; or (j) to make any other changes to the Indenture that take effect as to any or all remarketed Bonds following a mandatory tender.

Except for supplemental indentures entered into for the purposes described in the preceding paragraph, the Indenture will not be amended or supplemented without the consent of the holders of at least a majority in aggregate principal amount of the Bonds at the time outstanding thereunder; provided that without the consent of each Bondholder affected thereby, no amendment or supplement may: (a) extend the maturity of the principal of, or interest on, any Bond; (b) reduce the principal amount of, or rate of interest on, any Bond; (c) effect a privilege or priority of any Bond or Bonds over any other Bond or Bonds; (d) reduce the percentage of the principal amount of the Bonds required for consent to such amendment or supplement; (e) impair the exclusion from federal gross income of interest on any Bond; (f) eliminate the holders' rights to tender the Bonds, or any mandatory redemption of the Bonds, extend the due date for the purchase of Bonds tendered by the holders thereof or call for mandatory redemption or reduce the purchase or redemption price of such Bonds; (g) create a lien ranking prior to or on a parity with the lien of the Indenture on the property described in the Granting Clause of the Indenture; or (h) deprive any Bondholder of the lien created by the Indenture on such property. In addition, if moneys or Government Obligations have been deposited or set aside with the Trustee for the payment of Bonds as described herein under "—Defeasance" and those Bonds shall not have in fact been actually paid in full, no amendment to the defeasance provisions of the Indenture shall be made without the consent of the holder of each of those Bonds affected.

Amendment of the Agreement

The Authority may enter into, and the Trustee may consent to, any amendment of or supplement to the Agreement or the Note, or may waive compliance by the Company of any provision of the Agreement or the Note, in each case without notice to or consent of any Bondholder, if the amendment, supplement or waiver is required or permitted (a) by the provisions of the Agreement or the Indenture; (b) to cure any ambiguity, inconsistency, formal defect or omission; (c) to identify more precisely the Project; (d) in connection with any authorized amendment of or supplement to the Indenture; or (e) to make any change that in the judgment of the Trustee, with the advice of counsel, does not materially adversely affect the rights of any Bondholder.

Any other amendment or supplement to the Agreement or the terms of the Note may be made only with the consent of the holders of at least a majority in aggregate principal amount of the Bonds at the time outstanding.

THE TRUSTEE

The Company maintains deposit accounts and other normal banking relationships with affiliates of the Trustee and borrows from affiliates of the Trustee from time to time. The Trustee serves as trustee under other indentures providing for certain tax-exempt bonds for the benefit of the Company.

THE REMARKETING AGREEMENT

Wells Fargo Bank, National Association has been appointed as the Remarketing Agent for the Bonds. If, and to the extent the Company directs the Remarketing Agent to remarket Bonds delivered for purchase pursuant to the Indenture, the Remarketing Agent, pursuant to and subject to the provisions of a remarketing agreement with the

Company (the "Remarketing Agreement"), will offer for sale and use reasonable efforts to sell such Bonds at a price equal to 100% of the principal amount thereof plus accrued interest, if any, to the purchase date. The Remarketing Agent may resign by giving notice to the Authority, the Company and the Trustee (such resignation will be effective upon the appointment of a successor remarketing agent or 30 days after such notice has been sent) and may suspend remarketing upon the occurrence of certain events. The Company may remove the Remarketing Agent at any time upon 30 days' notice and appoint a successor by notifying the Remarketing Agent, the Authority and the Trustee.

UNDERWRITING

Wells Fargo Bank, National Association (the "Underwriter") has agreed, subject to certain conditions, to purchase the Bonds from the Authority at a purchase price of $99,875,000 (which represents 100% of the aggregate principal amount of the Bonds less the Underwriter's fee of $125,000).

The Underwriter has agreed to purchase the Bonds subject to all the terms and conditions of a Purchase Contract with the Authority. The nature of the Underwriter's obligations is such that it must purchase all of the Bonds if any Bonds are purchased. The Company will agree to indemnify the Underwriter against certain civil liabilities, including liabilities under federal securities laws.

The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the public offering price stated on the cover page of this Official Statement. After the initial public offering, the public offering price may be changed from time to time.

In connection with this offering and in compliance with applicable law and industry practice, the Underwriter may overallot or effect transactions which stabilize, maintain or otherwise affect the market price of the Bonds at levels above those which might otherwise prevail in the open market, including by entering stabilizing bids. A stabilizing bid means the placing of any bid, or the effecting of any purchase, for the purpose of pegging, fixing or maintaining the price of a security. In general, purchases of a security for the purpose of stabilization could cause the price of the security to be higher than it might be in the absence of such purchases.

None of the Authority, the Company or the Underwriter makes any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the Bonds. In addition, none of the Authority, the Company or the Underwriter makes any representation that the Underwriter will engage in such transactions or that such transactions, once commenced, will not be discontinued without notice.

In the ordinary course of their respective businesses, the Underwriter and its affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with the Company and its affiliates for which they have received and will receive customary compensation.

Wells Fargo Corporate & Investment Banking (which may be referred to elsewhere as "CIB," "Wells Fargo Securities" or "WFS") is the trade name used for the corporate banking, capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association ("WFBNA"), a member of the National Futures Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, N.A. Municipal Finance Group, a separately identifiable department of WFBNA, registered with the Commission as a municipal securities dealer pursuant to Section 15B(a) of the 1934 Act.

WFBNA, acting through its Municipal Finance Group, the sole underwriter of the Bonds, has entered into an agreement (the "WFA Distribution Agreement") with its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name "Wells Fargo Advisors") ("WFA"), for the distribution of certain municipal securities offerings, including the Bonds. Pursuant to the WFA Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the Bonds with WFA. WFBNA has also entered into an agreement (the "WFSLLC Distribution Agreement") with its affiliate Wells Fargo Securities, LLC ("WFSLLC"), for the distribution of municipal securities offerings, including the Bonds. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC's expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

WFBNA is serving as both Underwriter and Remarketing Agent for the Bonds and will be compensated separately for serving in each capacity.

TAX EXEMPTION

In the opinion of Murray Barnes Finister LLP ("Bond Counsel"), which will be dated the date of issuance of the Bonds, under existing statutes, rulings and court decisions, and under applicable regulations and proposed regulations, interest on the Bonds is not includable in gross income for federal income tax purposes except for interest on any Bond for any period during which such Bond is held by a "substantial user" of the Project or a "related person" within the meaning of Section 147(a) of the Code. The opinion of Bond Counsel will state that the interest on the Bonds is included as an item of tax preference in computing the federal alternative minimum tax for individuals, and such interest is taken into account in determining the annual adjusted financial statement income of certain corporations (as defined for federal income tax purposes) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. No opinion will be expressed with respect to any other federal tax consequences of the receipt or accrual of interest on, or ownership of, the Bonds. Bond Counsel has not undertaken to notify the Authority, the Trustee, the Company, the Underwriter or the owners of the Bonds of any change in law or fact after the date of such opinion which might affect any of the opinions expressed therein.

Contemporaneously with the sale and issuance of the Bonds, the Authority is selling and issuing its $100,000,000 Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022 (the "First Series 2022 Bonds") for the purposes of (a) financing, in whole or in part, the cost of the acquisition, construction, installation and equipping of additions, extensions and improvements to the Project, (B) paying or reimbursing the Company for costs of the Project, and (C) paying all or a portion of the costs of issuing the First Series 2022 Bonds. Under the provisions of the Code and the applicable Treasury Regulations, the Bonds and the First Series 2022 Bonds (collectively, the "Composite Bonds") may be deemed to be a single series of obligations for certain purposes under the Code and the applicable Treasury Regulations, and the exclusion from gross income for federal income tax purposes of the interest of each series of the Composite Bonds may be dependent on whether the interest on the other series of Composite Bonds is excluded from gross income for federal income tax purposes. Bond Counsel is delivering an opinion for the First Series 2022 Bonds, dated the date of issuance of the First Series 2022 Bonds, substantially to the same effect as the opinion being delivered with respect to the Bonds.

In concluding that the interest on the Bonds is excluded from gross income for federal income tax purposes, Bond Counsel will (i) rely as to certain factual matters upon representations and certifications of the Company and the Authority with respect to the use of the proceeds of the Composite Bonds, the design, scope, function, cost and reasonable economic useful life of the Project and the relationship of the Project to the Plant, without undertaking to verify the same by independent investigation, and (ii) assume continued compliance by the Authority and the Company with their respective covenants relating to the use of the proceeds of the Composite Bonds and compliance with other requirements of the Code. The inaccuracy of any such representations or noncompliance with such covenants may cause interest on the Bonds to become includable in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds.

Ownership of the Bonds may result in other collateral federal income tax consequences to certain taxpayers, including, without limitation, banks, thrift institutions and other financial institutions, foreign corporations which conduct a trade or business in the United States, property and casualty insurance corporations, S corporations, individual recipients of social security or railroad retirement benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry the Bonds. Purchasers of the Bonds should consult their tax advisors as to the applicability of any such collateral consequences.

From time to time, there are legislative proposals in Congress that, if enacted, could cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, adversely affect the market value of the Bonds or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment. Purchasers of the Bonds should consult their tax advisors regarding the effect of any such legislation. The opinions expressed by Bond Counsel are based upon existing

legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the Bonds, or as to the consequences of owning or receiving interest on the Bonds, as of any future date. Bond Counsel has not agreed to notify the Authority or the owners of the Bonds as to any event subsequent to the issuance of the Bonds that might affect the tax treatment of interest on the Bonds, the market value of the Bonds or the consequences of owning or receiving interest on the Bonds.

In the opinion of Bond Counsel, under existing statutes, interest on the Bonds is exempt from all present State of Georgia income taxation.

The foregoing discussion is a general discussion of certain federal and state income tax consequences with respect to the Bonds and does not purport to deal with all tax questions that may be relevant to particular investors or circumstances, including purchasers of Bonds in the secondary market at a price other than the stated redemption price at maturity. Owners of Bonds should consult their own tax advisors with respect to such matters and with respect to the state and local tax consequences of any discount with respect to the Bonds.

SECONDARY MARKET INFORMATION / CONTINUING DISCLOSURE

No financial statements or operating data concerning the Authority are included in this Official Statement, and the Authority has not undertaken to provide any such information in the future.

Solely for the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(5) under the 1934 Act, as in effect on the date hereof (the "Rule"), the Company has undertaken (but only to the extent required for compliance with valid and effective provisions of the Rule), for the benefit of the Bondholders, to provide the persons specified below (i) not later than 100 days after the end of each fiscal year of the Company, the Company's Annual Report to the Commission on Form 10-K (or any successor form), excluding any exhibits or documents incorporated by referenced therein, other than (if applicable) the audited financial statements appearing in the Company's annual report to shareholders (the "Annual Report"), or, if the Annual Report is no longer required, audited annual financial statements of the Company of the type incorporated by reference in the Appendix to this Official Statement (the "Audited Financial Statements"), and (ii) in a timely manner (as provided in Rule 15c2-12), notice of the occurrence of certain events enumerated in the Rule (the "Company's Undertaking").

The Annual Report (or, if required, the Audited Financial Statements) and the notices of certain events will be provided to the Municipal Securities Rulemaking Board under its Electronic Municipal Market Access System ("EMMA").

Neither the Authority nor its members, officers or employees have any responsibility or liability for the sufficiency, performance or enforcement of the Company's Undertaking. The Company and its directors, officers, employees and shareholders shall have no liability under the Company's Undertaking for any act or failure to act; a failure to perform the Company's Undertaking shall not constitute an Event of Default under the Agreement, an event of default under the Indenture or a default under the Note or any Bond; and the sole remedy shall be specific enforcement of the Company's Undertaking by the Trustee or by such persons, if any, as the Rule may require to be entitled to enforce the same. The Company reserves the right to (a) contest the validity of the Rule and (b) modify its performance of the Company's Undertaking, to the extent not inconsistent with valid and effective provisions of the Rule.

In July 2022, the Company became aware that it had not timely filed on EMMA its Annual Report for the fiscal year ended December 31, 2021, which was filed with the Commission via EDGAR on February 17, 2022. The Company provided that information to EMMA and has procedures in place to make such Annual Report filings in a timely manner to EMMA in the future.

LEGAL MATTERS

Legal matters incident to the authorization and issuance of the Bonds are subject to the approving opinion of Murray Barnes Finister LLP, as Bond Counsel. Copies of such opinion will be available at the time of delivery of the

Bonds. Certain legal matters, other than the validity of the Bonds and the exclusion from gross income for federal income tax purposes of interest thereon, will be passed upon for the Company by its counsel, Troutman Pepper Hamilton Sanders LLP, Atlanta, Georgia, and for the Underwriter by its counsel, Hunton Andrews Kurth LLP, New York, New York. From time to time, Hunton Andrews Kurth LLP acts as counsel to affiliates of the Company for some matters.

The Bonds have been validated by a judgment rendered by the Superior Court of Bartow County, Georgia.

MISCELLANEOUS

Information, including certain financial statements, relating to the business and properties of the Company is included or incorporated by reference in the Appendix to this Official Statement, to which reference is hereby made.

THE AUTHORITY HAS NOT ASSUMED ANY RESPONSIBILITY FOR, AND DOES NOT REPRESENT OR WARRANT IN ANY WAY, THE ACCURACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT OR THE APPENDIX HERETO OTHER THAN THE INFORMATION IN THIS OFFICIAL STATEMENT CONCERNING THE AUTHORITY UNDER THE CAPTION "THE AUTHORITY."

This Official Statement has been duly approved by:

DEVELOPMENT AUTHORITY OF BARTOW COUNTY (GEORGIA)

By: _____
Vice Chairman

APPENDIX

GEORGIA POWER COMPANY

THE INFORMATION CONTAINED HEREIN AS AN APPENDIX TO THE OFFICIAL STATEMENT HAS BEEN OBTAINED FROM GEORGIA POWER COMPANY

GEORGIA POWER COMPANY

Georgia Power Company (the "Company") is a wholly-owned subsidiary of The Southern Company. The Company was incorporated under the laws of the State of Georgia on June 26, 1930 and admitted to do business in Alabama on September 15, 1948 and in Florida on October 13, 1997. The Company is engaged in the generation, transmission, distribution and purchase of electricity and the sale of electric service within the State of Georgia at retail in over 600 communities (including Athens, Atlanta, Augusta, Columbus, Macon, Rome and Savannah), as well as in rural areas, and at wholesale to Oglethorpe Power Company, the Municipal Electric Authority of Georgia, the City of Dalton, various electric membership corporations and non-affiliated utilities. The Company and one of its affiliates, Alabama Power Company, each own 50% of the outstanding common stock of Southern Electric Generating Company ("SEGCO"). SEGCO is an operating public utility company that owns electric generating units near Wilsonville, Alabama. The principal executive offices of the Company are located at 241 Ralph McGill Boulevard, N.E., Atlanta, Georgia 30308-3374, and the telephone number is (404) 506-6526.

AVAILABLE INFORMATION

The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "1934 Act"), and in accordance with the 1934 Act files reports and other information with the Securities and Exchange Commission (the "Commission"). The Commission maintains a website that contains reports, proxy and information statements and other information regarding registrants including the Company that file electronically at http://www.sec.gov.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents, which have heretofore been filed by the Company with the Commission pursuant to the 1934 Act, are incorporated in this Appendix by reference and made a part of this Appendix:

1. Annual Report on Form 10-K for the year ended December 31, 2021 (the "Annual Report");

2. Quarterly Reports on Form 10-Q for the quarters ended March 31, 2022, June 30, 2022 and September 30, 2022 (the "Quarterly Reports"); and

3. Current Reports on Form 8-K dated February 25, 2022, May 2, 2022, June 24, 2022 and September 29, 2022.

All documents subsequently filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the 1934 Act prior to the termination of the offering hereunder shall be deemed to be incorporated by reference in this Appendix and made a part of this Appendix from the date of filing of such documents; provided, however, that the Company is not incorporating any information furnished under Items 2.02 or 7.01 of any Current Report on Form 8-K unless specifically stated otherwise. Any statement contained in a document incorporated or deemed to be incorporated by reference in this Appendix shall be deemed to be modified or superseded for purposes of this Appendix to the extent that a statement contained in this Appendix or in any other subsequently filed document which also is or is deemed to be incorporated by reference in this Appendix modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Appendix.

The Company will provide without charge to each person, including any beneficial owner, to whom a copy of this Official Statement has been delivered, on the written or oral request of any such person, a copy of any or all of the documents incorporated by reference in this Appendix (other than exhibits to such documents unless such exhibits are specifically incorporated by reference in this Appendix). Such requests should be directed to Melissa K. Caen, Assistant Secretary, Georgia Power Company, 30 Ivan Allen Jr. Boulevard, N.W., Atlanta, Georgia 30308-3374, (404) 506-5000.

RISK FACTORS

Investing in the Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022 (the "Bonds") involves risk. Please see the risk factors described in the Annual Report, which is incorporated by reference in this Appendix. Before making an investment decision, you should carefully consider these risks as well as the other information contained or incorporated by reference in this Appendix. The risks and uncertainties described are not the only ones facing the Company. Additional risks and uncertainties not presently known to the Company or that the Company currently deems immaterial may also impair its business operations, its financial results and the value of the Bonds.

SELECTED INFORMATION

Georgia Power Company

Business	Generation, transmission, distribution and purchase of electricity and the sale of electric service
Customers at December 31, 2021	2,672,926
Generating Capacity at December 31, 2021 (megawatts)	14,541
Sources of Generation during 2021 (kilowatt-hours)	Gas (48%), Nuclear (28%), Coal (20%), Hydro and other (4%)

Selected Financial Information

The following selected financial data for each of the years ended December 31, 2019 through December 31, 2021 has been derived from the Company's audited financial statements and related notes incorporated by reference in this Appendix. The following selected financial data for the years ended December 31, 2017 and 2018 has been derived from the Company's audited financial statements and related notes, which are not incorporated by reference in this Appendix. The following selected financial data for the nine months ended September 30, 2022 has been derived from the Company's unaudited financial statements and related notes incorporated by reference in this Appendix. The information set forth below is qualified in its entirety by reference to and, therefore, should be read together with management's discussion and analysis of results of operations and financial condition, the financial statements and related notes and other financial information incorporated by reference in this Appendix.

	Year Ended December 31,					Nine Months Ended September 30,
	2017	2018	2019	2020	2021	2022[1]
	(Millions)					
Operating Revenues	$8,310	$8,420	$8,408	$8,309	$9,260	$9,218
Earnings Before Income Taxes[2]	2,258	1,007	2,192	1,727	416	2,272
Net Income After Dividends on Preferred and Preference Stock[2]	1,414	793	1,720	1,575	584	1,851

	Capitalization As of September 30, 2022	
	(Millions, except percentages)	
Common Stockholder's Equity	$ 18,657	57.4%
Senior Notes	7,125	21.9%
Other Long-Term Debt[3]	6,706	20.7%
Total, excluding amounts due within one year of $900 million	$32,488	100.0%

(1) Due to seasonal variations in the demand for energy and other factors, operating results for the nine months ended September 30, 2022 do not necessarily indicate operating results for the entire year.

(2) The Company recorded pre-tax charges (credits) of $(18) million ($(13) million after tax) for the nine months ended September 30, 2022 and $1.7 billion ($1.3 billion after tax), $325 million ($242 million after tax) and $1.1 billion ($0.8 billion after tax) in 2021, 2020 and 2018, respectively, to reflect revised estimates to complete construction and start-up of Plant Vogtle Units 3 and 4.

(3) Does not reflect adjustments to "Other Long-Term Debt" related to the offering to the public of (i) these Bonds and (ii) the Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022 in the aggregate principal amount of $100,000,000.

$100,000,000

DEVELOPMENT AUTHORITY OF BARTOW COUNTY (GEORGIA)

Solid Waste Disposal Facility Revenue Bonds
(Georgia Power Company Plant Bowen Project),
Second Series 2022

PURCHASE CONTRACT

Ladies and Gentlemen:

The undersigned, Wells Fargo Bank, National Association (the "Underwriter"), hereby offers to enter into this Purchase Contract with you (the "Authority") for the purchase by the Underwriter and sale by the Authority of $100,000,000 aggregate principal amount of its Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022 (the "Bonds").

Upon the effectiveness of this Purchase Contract, Georgia Power Company (the "Company") is executing and delivering concurrently therewith a Letter of Representation, dated the date hereof (the "Letter of Representation") and in the form of Exhibit G hereto, wherein the Company will undertake certain obligations with respect to this Purchase Contract. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Official Statement (as hereinafter defined).

1. Upon the terms and conditions and upon the basis of the representations, warranties and covenants set forth herein and in the Letter of Representation, the Underwriter hereby agrees to purchase the Bonds from the Authority for offering to the public, and the Authority hereby agrees to sell all (but not less than all) of the Bonds to the Underwriter for such purpose, for a purchase price of $99,875,000 (which reflects the par amount of the Bonds less an underwriting fee of $125,000 (the "Fee")). The Underwriter agrees that the initial public offering price for the Bonds shall be 100% of the principal amount thereof.

2. The Bonds shall be as described in and shall be issued under and secured by a Trust Indenture, dated as of November 1, 2022 (the "Indenture"), by and between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), to be executed and delivered on or prior to the Closing Date (as hereinafter defined). The Authority has executed and delivered a Blanket Issuer Letter of Representations (the "DTC Letter") covering the Bonds to The Depository Trust Company ("DTC"). The Bonds shall be issued as required by the provisions of a Loan Agreement, dated as of November 1, 2022 (the "Agreement"), between the Authority and the Company to be executed and delivered on or prior to the Closing Date providing, among other things, for the undertaking by the Authority to loan amounts to the Company in order to provide funds to finance the cost of the acquisition, construction, installation and equipping of certain solid waste disposal facilities or portions thereof located at the Company's Bowen steam electric generating plant located in Bartow County, Georgia (the "Project") and to pay all or a portion of the costs of issuance of the Bonds. To evidence the loan made pursuant to the Agreement, the Company will execute and deliver, concurrently with the issuance of the Bonds, a separate non-

negotiable promissory note (the "Note") in a like principal amount bearing interest at the rate borne by the Bonds. The Bonds are more fully described in the Official Statement. As used in this Purchase Contract, the term "Official Statement" means the Official Statement, dated October 28, 2022, including the Appendix thereto (the "Appendix") and the documents incorporated by reference in the Appendix at such date.

3. At the time of or before the acceptance by the Authority hereof, the Authority shall deliver to the Underwriter a copy of the Official Statement executed on behalf of the Authority by the Chairman or Vice Chairman or other authorized representative of the Authority.

The Authority authorizes the use of the Official Statement, and the information therein contained, by the Underwriter in connection with the public offering and sale of the Bonds.

The Authority shall provide to the Underwriter sufficient quantities of the Official Statement which the Authority hereby deems complete as of its date, executed by the Chairman or Vice Chairman or other authorized representative of the Authority within seven business days after the effective date of this Purchase Contract and in sufficient time to accompany any confirmation that requires payment from any customer. The Authority agrees to notify the Underwriter and the Company of any material developments impacting the Authority or the Bonds, of which the Authority becomes aware, within 90 days after delivery of the Bonds.

4. The Authority represents and warrants to the Underwriter and the Company that:

(a) The Authority is a public body corporate and politic duly organized and existing under the laws of the State of Georgia and is authorized, under the provisions of the Development Authorities Law (O.C.G.A. Section 36-62-1, *et seq*.), as amended (the "Act"), to issue the Bonds; to loan the proceeds of the Bonds to the Company for the purpose of financing the cost of the acquisition, construction, installation and equipping of the Project located at the Plant and to pay all or a portion of the costs of issuance of the Bonds, which loan is to be made under the Agreement; to assign under the Indenture the Trust Estate, which includes substantially all of its rights in and to the Note, the Agreement (except for Unassigned Rights, as defined in the Indenture) and amounts held in the Bond Fund or the Construction Fund established under the Indenture (other than moneys held for the payment of the purchase price of the Bonds) as security for the payment of the principal of, premium, if any, on and interest on the Bonds; to enter into and comply with the provisions of the DTC Letter; to accept the Letter of Representation; to sell and deliver the Bonds to the Underwriter as provided herein; and to carry out and consummate all other transactions contemplated on the part of the Authority by each of the aforesaid documents and the Official Statement.

(b) The Authority has complied with all provisions of the Constitution of the State of Georgia and the Act and has full power and authority to consummate all transactions contemplated on the part of the Authority by the Official Statement, this Purchase Contract, the Bonds, the Indenture, the Agreement and any and all other agreements relating thereto.

(c) The Authority has duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Official Statement and the Indenture; (ii) the execution and delivery by it of the Indenture providing for the issuance

of and security for the Bonds and the appointment of the Trustee as trustee, paying agent and bond registrar under the Indenture; (iii) the approval of the Official Statement and the signing of the Official Statement by its Chairman or Vice Chairman or other authorized representative; (iv) the lending of the proceeds of the Bonds to the Company; (v) the execution, delivery, receipt and due performance of this Purchase Contract, the Bonds, the Indenture, the Agreement, the DTC Letter and any and all such other agreements and documents as may be required to be executed, delivered and received by the Authority in order to carry out, give effect to and consummate the transactions contemplated thereby and by the Official Statement; (vi) the acceptance of the Letter of Representation; and (vii) the carrying out of, giving effect to and consummation of the transactions contemplated on the part of the Authority by this Purchase Contract, the Official Statement, the Indenture and the Agreement.

(d) With respect to the statements and information relating to the Authority contained under the caption "THE AUTHORITY," at the Closing Date, the Official Statement, as it may be amended and supplemented, will not, include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. The Authority makes no representation with respect to the statements contained in the Official Statement under any captions other than "THE AUTHORITY" as aforesaid.

(e) The Bonds, the Indenture and the Agreement conform in all material respects to the descriptions thereof in the Official Statement. The Bonds, when issued, delivered and paid for as herein and in the Indenture provided, will have been duly authorized and issued and will constitute valid and binding obligations of the Authority enforceable in accordance with their terms and entitled to the benefits and security of the Indenture and the Agreement. The Bonds and the interest thereon do not pledge the credit of the State of Georgia or any political subdivision thereof, including Bartow County, Georgia, nor are they a charge against the general revenues of such entities or a lien against any of their property except as provided for in the Indenture. The Bonds are limited special obligations of the Authority and no taxes will be levied for the payment of principal of, purchase price of, premium, if any, on and interest on the Bonds, such principal, purchase price, premium and interest being payable solely out of the moneys to be received by the Authority from repayment of the Note and other moneys available for such purchase price under the Indenture.

(f) The Authority will apply the proceeds from the sale of the Bonds as specified in the Indenture and the Agreement.

(g) The execution and delivery of the Official Statement, this Purchase Contract, the Bonds, the Indenture, the Agreement, the DTC Letter and the other agreements contemplated on the part of the Authority hereby and by the Official Statement and compliance on the part of the Authority with the provisions thereof and the pledge and assignment to the Trustee of the Note and the Agreement and the acceptance of and compliance with the provisions of the Letter of Representation will not conflict with or constitute on the part of the Authority a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the Authority is subject or by which it is or may be bound, or to the knowledge of the Authority, any order, rule or regulation applicable to the Authority of any court or governmental agency or body having jurisdiction over

the Authority or any of its activities or properties; and all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the consummation by the Authority of the transactions contemplated on the part of the Authority by said documents have been obtained.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Authority, threatened against or directly affecting the Authority, except as disclosed in or contemplated by the Official Statement, (i) to restrain or enjoin the issuance and sale of the Bonds or the execution, delivery or performance by the Authority of the Agreement or the Indenture or (ii) wherein an unfavorable decision, ruling or finding would (A) have a material adverse effect on the transactions contemplated hereby or by the Official Statement (excluding the Appendix and the documents incorporated in the Appendix by reference), (B) adversely affect or put in question the validity or enforceability of the Bonds, the Indenture, the Agreement, the DTC Letter, this Purchase Contract, the Letter of Representation or any other agreement, instrument or document to which the Authority is a party or by which it is bound relating to the consummation of the transactions contemplated hereby or by the Official Statement (excluding the Appendix and the documents incorporated in the Appendix by reference), or (C) adversely affect the tax-exempt status of the Bonds.

(i) The Authority will not take or omit to take any action the taking or omission of which will cause the proceeds from the sale of the Bonds to be applied in a manner contrary to that provided for in the Indenture and the Agreement, as amended from time to time.

(j) Any certificate signed by an authorized officer of the Authority delivered to the Underwriter in connection with the issuance of the Bonds shall be deemed to be a representation and warranty by the Authority to the Underwriter as to the statements made therein.

(k) The Authority has not defaulted in the payment of the principal of or interest on any of its bonds, notes, warrants or any other securities or any legally authorized obligation issued by the Authority, to the extent that any of the foregoing are general debt obligations of the Authority, and is not currently in default in the payment of any such principal or interest.

(l) The issuance and sale of the Bonds to the Underwriter will not be subject to any State of Georgia issuance, transfer or other documentary stamp taxes.

5. At 10:00 A.M. Atlanta time, on November 4, 2022, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the Authority and the Underwriter with the consent of the Company (the "Closing Date"), the Authority will deliver to the Underwriter the Bonds in definitive form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, upon payment by the Company to the Underwriter, of the Fee in immediately available funds, the Underwriter will accept such delivery of the Bonds and pay the purchase price therefor in immediately available funds, payable to the order of the Trustee for the account of the Authority. The Bonds so delivered will be in form acceptable for deposit with DTC and shall be registered in the name of Cede & Co., as nominee of DTC. The certificate for the Bonds shall be made available for examination by the Underwriter at least 24 hours prior to the Closing Date.

6. The Underwriter's obligations hereunder to purchase and pay for the Bonds shall be subject to the performance by the Authority of its obligations to be performed hereunder at or prior to the Closing Date; to the payment by the Company of the Fee and the performance by the Company of the other obligations and agreements to be performed by it at or prior to the Closing Date hereunder and under the Letter of Representation; and to the accuracy in all material respects of the representations and warranties (except to the extent already qualified by materiality, in which case such representations and warranties shall be accurate in all respects) of the Authority and of the Company contained herein and in the Letter of Representation, respectively, as of the date hereof and as of the Closing Date, and shall also be subject to the following conditions:

(a) At the Closing Date, the Indenture, the Agreement, the Note and the Letter of Representation shall have been duly authorized, executed and delivered by the respective parties thereto and shall be in full force and effect, and shall not have been materially amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; provided, however, that the acceptance of delivery of the Bonds by the Underwriter on the Closing Date shall be deemed to constitute such agreement pursuant to the foregoing.

(b) At the Closing Date, the Bonds shall have been duly authorized, executed and authenticated in accordance with the provisions of the Indenture.

(c) The Bonds shall have been validated pursuant to a judgment rendered by the Superior Court of Bartow County, Georgia.

(d) No amendment or supplement to the Official Statement filed subsequent to the date hereof (including any filing made by the Company pursuant to Section 13 or 14 of the Securities Exchange Act of 1934, as amended) shall be unsatisfactory in form to Hunton Andrews Kurth LLP or shall contain information (other than with respect to an amendment or supplement relating solely to the activity of the Underwriter) which, in the reasonable judgment of the Underwriter, shall materially impair the marketability of the Bonds; the Authority will assist in preparation, at the expense of the Company, of any amendment or supplement to the Official Statement which, at any time within 90 days after the Closing Date, is necessary in the Underwriter's and the Company's opinion in order to make the Official Statement not misleading in light of the circumstances existing at such time.

(e) At or prior to the Closing Date, no order, decree or injunction of any court of competent jurisdiction, nor any order, ruling, regulation or administrative proceeding by any governmental official, body or board, shall have been issued or commenced, nor shall any legislation have been enacted, with the purpose or effect of prohibiting the issuance, offering or sale of the Bonds as contemplated hereby or by the Official Statement or the execution or performance of the Indenture, the Agreement or the Note in accordance with their respective terms.

(f) At the Closing Date, there shall be in full force and effect an appropriate order of the Georgia Public Service Commission authorizing the participation of the Company in the transactions contemplated hereby and by the Official Statement (excluding the Appendix and the documents incorporated in the Appendix by reference).

(g) At or prior to the Closing Date, the Underwriter shall have received the following documents:

(1) Executed counterparts, or certified copies, of the Agreement, the DTC Letter, the Indenture, the Letter of Representation and the Note.

(2) Executed copies or photocopies of any applications to, including all amendments, and orders of, the Georgia Public Service Commission authorizing the participation of the Company in the transactions contemplated hereby and by the Official Statement.

(3) Opinions and, with respect to clauses (ii) and (iii), related disclosure letters, dated the Closing Date, with such changes as the Underwriter shall approve, of (i) Murray Barnes Finister LLP, Bond Counsel, (1) substantially in the form annexed hereto as Exhibit A-1 and (2) substantially in the form annexed hereto as Exhibit A-2; (ii) Troutman Pepper Hamilton Sanders LLP, counsel for the Company, substantially in the forms annexed hereto as Exhibits B and C; and (iii) Hunton Andrews Kurth LLP, counsel for the Underwriter, substantially in the forms annexed hereto as Exhibits D and E; and such counsel shall have been furnished with such documents as they may request for the purpose of enabling them to pass upon the matters to be covered by their respective opinions.

(4) An opinion, dated the Closing Date, of counsel for the Authority, addressed also to Murray Barnes Finister LLP, to the effect that: (A) the Authority is validly existing as a body corporate and politic under the Constitution and laws of the State of Georgia and is an instrumentality of a political subdivision of such State with power and authority to finance the Project, to issue and sell the Bonds, to execute and deliver, and to carry out and perform its obligations under, the Indenture, the Agreement and this Purchase Contract and to accept the Letter of Representation; (B) the Bonds have been duly authorized and executed and legally issued by the Authority and constitute valid and legally binding limited special obligations of the Authority in accordance with their terms; (C) the Indenture, the Agreement, the Letter of Representation and this Purchase Contract have been duly authorized, executed and delivered by the Authority and, assuming the due authorization, execution and delivery by the other respective parties thereto, the Indenture, the Agreement and this Purchase Contract constitute valid, legally binding and enforceable obligations of the Authority, except to the extent that their enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and principles of equity affecting the availability of specific performance or other equitable relief; (D) the Note has been duly assigned to the Trustee; (E) to the best of their knowledge, no action, proceeding or investigation is pending or threatened against or affecting the Authority, nor to the best of their knowledge is there any meritorious basis therefor, wherein an unfavorable finding would materially affect the transactions contemplated by this Purchase Contract, the Indenture or the Agreement, or which, in any way, would adversely affect the validity or enforceability of the Bonds, the Indenture, the Agreement, this Purchase Contract, the Letter of Representation or any agreement or instrument to which the Authority is a party, used or contemplated for use in consummation of the transactions contemplated by this Purchase Contract, the Indenture or the Agreement; (F) neither the execution, delivery, receipt or

due performance of the Indenture, the Agreement, this Purchase Contract or the other agreements contemplated hereby or by the Official Statement under the circumstances contemplated hereby or thereby, nor the compliance by the Authority with the provisions hereof or thereof, nor the acceptance of the Letter of Representation, will conflict with or constitute on the part of the Authority a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement or other instrument to which the Authority is subject or by which it is or may be bound; and (G) the statements in the Official Statement under the caption "THE AUTHORITY," insofar as they relate to the Authority and purport to constitute summaries of the matters referred to therein, fairly and accurately summarize the matters summarized therein.

(5) A letter, dated the Closing Date, of Deloitte & Touche LLP, substantially to the effect set forth in Exhibit F hereto.

(6) A certificate, satisfactory to the Underwriter, of the Chairman or Vice Chairman of the Authority attested by the Secretary or other duly authorized officer of the Authority satisfactory to the Underwriter, dated the Closing Date, to the effect that: (A) the Authority has duly performed all of its obligations to be performed in connection with the issuance and sale of the Bonds at or prior to the Closing Date and each of the representations and warranties of the Authority contained herein is true and correct as of the Closing Date; (B) the Authority has authorized, by all necessary action, the execution, delivery, receipt and due performance of the Indenture, the Agreement, this Purchase Contract, the Letter of Representation and any and all such other agreements and documents as may be required to be executed, delivered, received or performed by the Authority in order to carry out, give effect to and consummate the transactions contemplated on its part by the Indenture, the Agreement and the Official Statement; (C) the statements in the Official Statement under the caption "THE AUTHORITY," insofar as they relate to the Authority and purport to constitute summaries of the matters referred to therein, fairly and accurately summarize the matters summarized therein; (D) to the best of his or her knowledge, no litigation is pending or threatened to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the Indenture or the Agreement or the existence or powers of the Authority or the right of the Authority to loan the proceeds of the Bonds to the Company or the collection of receipts and revenues pledged or to be pledged to pay the principal of, premium, if any, on and interest on the Bonds, including, without limitation, payments under the Agreement or the Note; and (E) neither the execution, delivery, receipt or due performance of the Indenture, the Agreement, this Purchase Contract or the other agreements contemplated hereby or by the Official Statement under the circumstances contemplated hereby or thereby, nor the compliance by the Authority with the provisions hereof or thereof, nor the acceptance of the Letter of Representation, will conflict with or constitute on the part of the Authority a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement or other instrument to which the Authority is subject or by which it is or may be bound.

(7) A certificate, dated the Closing Date, of any Vice President, the Treasurer or any Assistant Treasurer of the Company to the effect that:

(i) the representations and warranties contained in Section 1 of the Letter of Representation are true and correct at and as of the Closing Date and that the Company has satisfied all conditions therein contained to be satisfied at or prior to the Closing Date; and

(ii) there has not been any material adverse change in the business, properties or financial condition of the Company from that set forth in or contemplated by the Official Statement.

(8) Evidence, satisfactory to the Underwriter, that the Bonds have been rated at least "Baa1"/"VMIG-2" by Moody's Investors Service, Inc. ("Moody's"), at least "BBB+"/"A-2" by S&P Global Ratings, a division of S&P Global Inc. ("S&P") and at least "BBB+"/"F2" by Fitch Ratings, Inc. ("Fitch").

(9) A separate undertaking pursuant to the requirements of Rule 15c2-12, duly executed by the Company, satisfactory in form and substance to the Underwriter.

(10) Such additional certificates, instruments and other documents as the Underwriter or its counsel may deem necessary to evidence the accuracy as of the Closing Date of the representations of the Authority and the Company contained herein and in the Letter of Representation, respectively, and the due performance or satisfaction by the Authority and the Company at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Authority and the Company in connection with the issuance of the Bonds.

If the Authority or the Company shall be unable to satisfy the conditions of the obligations of the Underwriter contained in this Purchase Contract, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the Authority shall be under further obligation hereunder except as otherwise provided in Section 8 hereof.

7. The Authority agrees to cooperate with the Underwriter and its counsel and the Company (i) in arranging for the qualification of the Bonds for offer and sale under the securities or "blue sky" laws of such jurisdictions as the Underwriter may request; provided, however, that the Authority will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction, and (ii) in applying for and securing ratings on the Bonds by Moody's, S&P and Fitch.

8. All expenses and costs incident to the authorization, issuance, printing, sale and delivery, as the case may be, of the Bonds, the Indenture, the Agreement, the Note, the DTC Letter, the Official Statement, the Letter of Representation and this Purchase Contract, including, without limitation, (i) the Fee; (ii) fees and disbursements of counsel for the Underwriter in connection with the qualification of the Bonds for sale under the securities or "blue sky" laws of various jurisdictions; (iii) the preparation and printing of the "blue sky" survey; (iv) any documentary, stamp or other taxes in connection with the issuance and sale of the Bonds hereunder; (v) all filing, registration and recording fees and expenses; (vi) fees of the Trustee; (vii) the fees and disbursements of Bond Counsel, counsel for the Underwriter and counsel for the Authority; (viii)

any administrative or other fees charged in connection with the Bonds by the Authority and (ix) the fees, if any, for bond ratings shall be paid by the Company pursuant to the Letter of Representation. Nothing herein shall be construed to relieve the Underwriter of its liability for its default hereunder. The Underwriter shall pay (i) all advertising expenses in connection with the public offering of the Bonds and (ii) all other expenses incurred by it in connection with the public offering and distribution of the Bonds.

9. The Underwriter may terminate this Purchase Contract by notification to the Authority and the Company if at any time subsequent to the date hereof and at or prior to the Closing Date:

(i) legislation shall be enacted by the Congress or adopted by either house thereof or a decision shall be rendered by a federal court, including the Tax Court of the United States, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other governmental agency shall be made, which has the purpose or effect of imposing federal taxation upon receipts, revenues or other income of the general character expected to be derived by the Authority, including, without limitation, payments under the Note, or upon interest received on bonds of the same kind and character as the Bonds which would have the effect of changing directly or indirectly the federal income tax consequences of interest on bonds of the same kind and character as the Bonds in the hands of the holders thereof;

(ii) the exemption from State of Georgia income taxation of interest on the Bonds shall, in the reasonable opinion of the Underwriter, have been materially and adversely affected by the introduction or enactment of any federal or Georgia legislation or by an amendment to the Constitution of the United States or the State of Georgia or any decision of any federal or state court or any ruling or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or other federal or Georgia authority;

(iii) there shall have occurred any outbreak or escalation of major hostilities in which the United States is involved, any declaration of war by the United States Congress or any other substantial national or international calamity, crisis or emergency (including, without limitation, acts of terrorism) affecting the United States, or there shall have occurred and be continuing beyond one full business day prior to the Closing Date, a general suspension of trading on the New York Stock Exchange, a material disruption in settlement in securities generally or the declaration of a general banking moratorium by United States or New York State authorities; or

(iv) any event shall have occurred, or information became known, as a result of which, in the opinion of the Underwriter, after consultation with Hunton Andrews Kurth LLP, counsel for the Underwriter, the Official Statement shall contain an untrue statement of a material fact or shall omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

in case of either (i), (ii) or (iii), with the result that, in the opinion of the Underwriter, the marketability of the Bonds shall have been materially and adversely affected thereby.

10. This Purchase Contract shall be governed by and construed in accordance with the laws of the State of Georgia. This Purchase Contract shall not be assigned by the Authority.

11. Any notice or other communication to be given to the Authority under this Purchase Contract may be given by delivering the same in writing to Development Authority of Bartow County, P.O. Box 1178, Cartersville, Georgia 30120, Attention: Chairman. Any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to Wells Fargo Bank, National Association, 550 S. Tryon Street, 6th Floor, Charlotte, North Carolina 28202, Attention: Mark Shea.

12. This Purchase Contract will inure to the benefit of the Authority, the Underwriter and the Company and their respective successors and assigns, and no other person will have any right or obligation hereunder. The terms "successors" and "assigns" shall not include any purchaser of Bonds from the Underwriter solely by reason of such purchase.

13. The representations and warranties of the Authority contained herein, or in the certificates of officials of the Authority submitted to the Underwriter pursuant hereto, shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of the Bonds to the Underwriter.

14. If any provision of this Purchase Contract shall be determined to be unenforceable, that shall not affect any other provision of this Purchase Contract.

15. The Authority acknowledges and agrees that: (i) the Underwriter has financial and other interests different from the Authority; (ii) the transaction contemplated by this Purchase Contract is an arm's length, commercial transaction between the Authority and the Underwriter in which the Underwriter is and has been acting as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Authority; (iii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Authority with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter or its affiliates have provided other services or are currently providing other services to the Authority on other matters) or other contractual, advisory or fiduciary obligation to the Authority related to this Purchase Contract except the contractual obligations expressly set forth in this Purchase Contract; (iv) the Underwriter has a duty to deal with the Authority in a fair and reasonable manner but must balance that duty with its duty to perform its other responsibilities as Underwriter in a manner that is fair and reasonable to investors; (v) the Authority has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate; (vi) the responsibilities and obligations of the Underwriter under this Purchase Contract are purely contractual in nature and the Underwriter is not undertaking and is not serving in the capacity as agent under the law of agency; and (vii) this Purchase Contract expresses the entire relationship between the parties hereto.

16. With respect to the establishment of the issue price:

(a) The Underwriter agrees to assist the Authority in establishing the issue price of the Bonds and shall execute and deliver to the Authority at the Closing Date an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached as Exhibit H hereto, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Authority and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) The Authority will treat the first price at which 10% of each maturity of the Bonds (the "10% Test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Authority the price or prices at which the Underwriter has sold to the public the Bonds.

(c) The Underwriter confirms that:

(1) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(i) (A) to report the prices at which it sells to the public the unsold Bonds allocated to it, whether or not the Closing Date has occurred, until either all Bonds allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds; provided that the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter and (B) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(ii) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to the Underwriter who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(iii) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(2) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (i) report the prices at which it sells to the public the unsold Bonds allocated to it, whether or not the Closing Date has occurred, until either all Bonds allocated to it have been sold or it is notified by the Underwriter or dealer that the 10% Test has been satisfied as to the Bonds; provided that the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon

request of the Underwriter or such underwriter or dealer and (ii) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or dealer and as set forth in the related pricing wires.

(d) The Authority acknowledges that, in making the representations set forth in this Section 16, the Underwriter will rely on (1) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires and (2) in the event that a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Section 16. Further, for purposes of this Section 16:

(1) "public" means any person other than an underwriter or a related party,

(2) "underwriter" means (i) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another) or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) "sale date" means the date of execution of this Purchase Contract by all parties.

17. This Purchase Contract may be signed in several counterparts by manual, facsimile or electronic signature. Each will be deemed to be an original, but all of them together constitute the same instrument. The words "execution," "signed," "delivery," and words of like import in or relating to this Purchase Contract or any document to be signed in connection with this Purchase Contract shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

Dated: November 3, 2022

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: MARK SHOTA
Title: DIRECTOR

Accepted as of the date hereof:

DEVELOPMENT AUTHORITY OF BARTOW COUNTY

By:_____
Eric Strickland
Vice Chairman

Dated: November 3, 2022

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title:

Accepted as of the date hereof:

DEVELOPMENT AUTHORITY OF BARTOW COUNTY

By: _____
Eric Strickland
Vice Chairman

EXHIBIT A-1
to the Purchase Contract

[LETTERHEAD OF MURRAY BARNES FINISTER LLP]

November 4, 2022

Development Authority of Bartow County
Cartersville, Georgia

Georgia Power Company
Atlanta, Georgia

Wells Fargo Bank, National Association
Charlotte, North Carolina

U.S. Bank Trust Company, National Association, as trustee
Atlanta, Georgia

Re: $100,000,000 Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022

To the Addressees:

We have acted as Bond Counsel in connection with the issuance by the Development Authority of Bartow County, a public body corporate and politic of the State of Georgia (the "Authority"), of the Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022, in the aggregate principal amount of $100,000,000 (the "Second Series 2022 Bonds"). We have examined the law and such certified proceedings, including a certified copy of the transcript of the validation proceeding concluded in the Superior Court of Bartow County, Georgia, with respect to the Second Series 2022 Bonds and certain other obligations, and other papers as we have deemed necessary to render this opinion. In all such examinations, we have assumed the genuineness of signatures on original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies and, as to certificates of public officials, we have assumed the same to have been properly given and to be accurate.

The Second Series 2022 Bonds are being issued pursuant to resolutions of the Authority adopted on June 22, 2022 and October 28, 2022 and are being sold pursuant to a Purchase Contract, dated November 3, 2022 (the "Purchase Contract"), between the Authority and Wells Fargo Bank, National Association (the "Underwriter").

Pursuant to a Loan Agreement, dated as of November 1, 2022 (the "Agreement"), between the Authority, as lender, and Georgia Power Company, a Georgia corporation (the "Company"), as borrower, the Second Series 2022 Bonds are being issued for the purpose of

financing, in whole or in part, certain solid waste disposal facilities, such facilities to consist of certain land, buildings, structures, machinery, equipment and related real and personal property (the "Facilities") at the Plant Bowen generating facility (the "Plant") located in Bartow County, Georgia, by (A) financing, in whole or in part, the cost of the acquisition, construction, installation and equipping of additions, extensions and improvements to the Facilities, (B) paying or reimbursing the Company for costs of the Facilities, and (C) paying all or a portion of the costs of issuing the Second Series 2022 Bonds, all in furtherance of the public purposes for which the Authority was created.

The obligation of the Company to repay the loan made pursuant to the Agreement is evidenced by a promissory note, dated the date of this opinion (the "Note"), from the Company to the Authority, under the terms of which the Company has agreed to make payments sufficient to provide for the payment of the principal of, redemption premium (if any) and interest on and the purchase price of, the Second Series 2022 Bonds as the same become due and payable. The Company has also agreed to pay certain administrative expenses in connection with the Second Series 2022 Bonds.

As security for the payment of the Second Series 2022 Bonds, the Authority has, pursuant to a Trust Indenture, dated as of November 1, 2022 (the "Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), assigned to the Trustee and pledged to the payment of the principal of, redemption premium (if any) on and interest on the Second Series 2022 Bonds, the trust estate (the "Trust Estate") for the Second Series 2022 Bonds which includes all rights, title and interest of the Authority in the Agreement (except for certain amounts payable to the Authority with respect to indemnification and expenses) and the Note, as well as its rights with respect to the funds established under the Indenture.

Contemporaneously with the sale and issuance of the Second Series 2022 Bonds, the Authority is selling and issuing its $100,000,000 Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), First Series 2022 (the "First Series 2022 Bonds") for the purposes of (a) financing, in whole or in part, the cost of the acquisition, construction, installation and equipping of additions, extensions and improvements to the Facilities, (B) paying or reimbursing the Company for costs of the Facilities, and (C) paying all or a portion of the costs of issuing the First Series 2022 Bonds. Under the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the applicable Treasury Regulations, the First Series 2022 Bonds and the Second Series 2022 Bonds (collectively, the "Composite Bonds") may be deemed to be a single series of obligations for certain purposes under the Code and the applicable Treasury Regulations, and the exclusion from gross income for federal income tax purposes of the interest of each series of the Composite Bonds may be dependent on whether the interest on the other series of Composite Bonds is excluded from gross income for federal income tax purposes. We are delivering an opinion for the First Series 2022 Bonds on the date hereof substantially to the same effect as this opinion.

As to questions of fact material to our opinion, we have relied upon (a) representations of the Authority and the Company, (b) certified proceedings and other certifications of public officials furnished to us, (c) certifications by officials of the Company and

(d) representations of the Company relating to the use of the proceeds of the Composite Bonds, the design, scope, function, cost and economic useful life of the Facilities and the relationship of the Facilities to the Plant, contained in certificates of the Company without undertaking to verify the same by independent investigation.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement, dated October 28, 2022 (the "Official Statement") relating to the Second Series 2022 Bonds, or any other offering material relating to the Second Series 2022 Bonds, and we express no opinion herein relating thereto or as to compliance by the Authority or the Underwriter with any federal or state securities laws, rules or regulations relating to the sale of the Second Series 2022 Bonds except as expressly set forth herein.

We express no opinion with respect to (a) the corporate status and good standing of the Company, (b) the corporate power of the Company to enter into the Agreement and the Note, (c) the authorization, execution and delivery of the Agreement and the Note by the Company and (d) the Agreement and the Note being binding and enforceable upon the Company. As to such matters, we refer you to the opinion of even date of Troutman Pepper Hamilton Sanders LLP, Atlanta, Georgia, Counsel to the Company. We express no opinion as to the priority of the lien on the Trust Estate.

Based upon our examination, we are of the opinion that as of the date hereof and under existing law:

1. The Authority is a duly created and validly existing public body corporate and politic of the State of Georgia with the full power and authority (a) to issue and sell the Second Series 2022 Bonds, (b) to loan the proceeds from the sale of the Second Series 2022 Bonds to the Company for the purpose of financing all or a portion of the cost of the Facilities or the paying or reimbursing the Company for costs of the Facilities and (c) to execute, deliver and perform its obligations under the Indenture, the Agreement and the Purchase Contract.

2. The Indenture, the Agreement and the Purchase Contract have been duly authorized, executed and delivered by the Authority, and the Indenture and the Agreement are valid and binding obligations of the Authority enforceable against the Authority. The Note has been assigned to the Trustee. The Indenture creates a valid security interest in the Trust Estate.

3. The Second Series 2022 Bonds have been duly authorized, executed and delivered by the Authority and are valid, binding limited obligations of the Authority, secured by the Indenture and payable solely from the Trust Estate, including payments to be received by the Authority pursuant to the Note.

4. No authorization, approval, consent or other order of any governmental authority or agency is required for the valid authorization, execution, issuance and sale of the Second Series 2022 Bonds by the Authority and the valid authorization, execution and delivery of the Indenture, the Agreement and the Purchase Contract by the Authority, except for the authorizations, consents or approvals as have been obtained or may be required under state securities or Blue Sky laws.

5. Under existing statutes, rulings and court decisions, and under applicable regulations and proposed regulations, the interest on the Second Series 2022 Bonds is not includable in gross income for federal income tax purposes except for interest on any Bond for any period during which such Bond is held by a "substantial user" of the Facilities or a "related person" within the meaning of Section 147(a) of the Code. Interest on the Second Series 2022 Bonds is included as an item of tax preference in computing the federal alternative minimum tax for individuals, and such interest is taken into account in determining the annual adjusted financial statement income of certain corporations (as defined for federal income tax purposes) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. We express no opinion regarding any other federal tax consequences caused by the receipt or accrual of interest on, or ownership of, the Second Series 2022 Bonds. In rendering this opinion, we have assumed the continued compliance by the Authority and the Company with their respective covenants regarding certain requirements of the Code that must be satisfied subsequent to the issuance of the Composite Bonds in order that the interest on the Second Series 2022 Bonds be and continue to be excluded from gross income for federal income tax purposes. Failure to comply with such covenants could cause interest on the Second Series 2022 Bonds to be included in federal gross income retroactive to the date of issuance of the Second Series 2022 Bonds.

6. Under existing statutes, the interest on the Second Series 2022 Bonds is exempt from all present State of Georgia income taxation.

The rights of the holders of the Second Series 2022 Bonds and the enforceability of the Second Series 2022 Bonds, the Agreement, the Indenture and the Purchase Contract may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally and principles of equity applicable to the availability of specific performance or other equitable relief. We have not undertaken to notify you, the owners of the Second Series 2022 Bonds, the Trustee or any other person or entity of any change in law or fact after the date hereof which might affect any of the opinions expressed herein.

Very truly yours,

MURRAY BARNES FINISTER LLP

By:

EXHIBIT A-2
to the Purchase Contract

[LETTERHEAD OF MURRAY BARNES FINISTER LLP]

November 4, 2022

Development Authority of Bartow County
Cartersville, Georgia

Wells Fargo Bank, National Association
Charlotte, North Carolina

Georgia Power Company
Atlanta, Georgia

Re: $100,000,000 Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022

To the Addressees:

We have acted as Bond Counsel in connection with the issuance by the Development Authority of Bartow County (the "Authority") of its Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022, in the aggregate principal amount of $100,000,000 (the "Second Series 2022 Bonds"). The Second Series 2022 Bonds are being issued under the Trust Indenture, dated as of November 1, 2022 (the "Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). We are providing this opinion pursuant to Section 6(g)(3) of the Purchase Contract, dated November 3, 2022, between the Authority and Wells Fargo Bank, National Association (the "Underwriter") relating to the Second Series 2022 Bonds.

In order to render this opinion, we have examined (a) the Securities Act of 1933, as amended (the "1933 Act"); (b) the Trust Indenture Act of 1939, as amended (the "TIA"); and (c) the portions described below of the Official Statement, dated October 28, 2022 (the "Official Statement"), relating to the Second Series 2022 Bonds.

Based upon our examination, we are of the opinion that as of this date:

1. No registration of the Second Series 2022 Bonds under the 1933 Act or qualification of the Indenture under the TIA is required in connection with the offering and sale of the Second Series 2022 Bonds by the Underwriter to the public.

2. The statements made in the Official Statement under the caption "TAX EXEMPTION" insofar as such statements purport to summarize the tax-exempt status of interest on the Second Series 2022 Bonds, fairly and accurately summarize the matters purported to be

discussed therein; provided that no view is expressed as to any other portion of the Official Statement. No further opinion is expressed herein with respect to the accuracy, completeness or sufficiency of the Official Statement or as to compliance by the Authority or the Underwriter of the Second Series 2022 Bonds with any state or federal law, rule or regulation applicable to the offering or sale of the Second Series 2022 Bonds except as specifically stated herein.

This opinion is limited to the matters expressly set forth herein, and no opinion is to be inferred or may be implied beyond the matters expressly so stated. The opinions expressed herein are made only as of the date of this opinion. We have not undertaken to notify you of any change in law or fact after the date of this opinion which might affect any of the advice in this opinion. This opinion is solely for your benefit and may not be relied upon, or used by, any other person or entity, including any subsequent purchaser of the Second Series 2022 Bonds, without our prior written consent in each instance.

Very truly yours,

MURRAY BARNES FINISTER LLP

By:

EXHIBIT B
to the Purchase Contract

[LETTERHEAD OF TROUTMAN PEPPER HAMILTON SANDERS LLP]

November 4, 2022

Wells Fargo Bank, National Association
550 S. Tryon Street, 6th Floor
Charlotte, North Carolina 28202

Re: $100,000,000 Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022

Ladies and Gentlemen:

We have acted as counsel to Georgia Power Company (the "Company") in connection with the purchase by you of $100,000,000 aggregate principal amount of Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022 (the "Bonds"), pursuant to the Purchase Contract, dated November 3, 2022 (the "Purchase Contract"), between the Development Authority of Bartow County (the "Authority") and you. This opinion is furnished to you pursuant to Section 6(g)(3)(ii) of the Purchase Contract.

In rendering the opinions expressed below, we have examined the following documents:

(i) The Official Statement, dated October 28, 2022, relating to the Bonds, including the Appendix thereto (the "Official Statement");

(ii) The documents incorporated by reference or deemed incorporated by reference into the Official Statement: the Annual Report on Form 10-K of the Company for the fiscal year ended December 31, 2021, the Quarterly Reports on Form 10-Q of the Company for the quarters ended March 31, 2022, June 30, 2022 and September 30, 2022 and the Current Reports on Form 8-K of the Company dated February 25, 2022, May 2, 2022, June 24, 2022 and September 29, 2022, each as filed under the Securities Exchange Act of 1934, as amended;

(iii) An executed copy of the Trust Indenture, dated as of November 1, 2022 (the "Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee;

(iv) An executed copy of the Loan Agreement, dated as of November 1, 2022 (the "Agreement"), between the Authority and the Company;

(v) An executed copy of the promissory note, dated November 4, 2022 (the "Note"), in the aggregate principal amount of $100,000,000 issued by the Company pursuant to the Agreement;

(vi) An executed copy of the Purchase Contract;

(vii) An executed copy of the Letter of Representation, dated November 3, 2022 (the "Letter of Representation"), among the Company, the Authority and you; and

(viii) Resolutions adopted by the Finance Committee of the Board of Directors of the Company on May 19, 2021 and February 15, 2022 with respect to, among other things, the due authorization of the Agreement and the Note.

In addition, we have examined, and have relied as to factual matters upon, the documents delivered to you at the closing (except the Bonds of which we have examined a specimen), and upon originals or copies, certified or otherwise identified to our satisfaction, of such corporate records, agreements, documents and other instruments and such certificates or comparable documents of public officials and of officers and representatives of the Authority and the Company, and have made such other and further investigations, as we deemed relevant and necessary as a basis for the opinions hereinafter set forth. In such examination, we have assumed (i) the genuineness of all signatures, (ii) the legal capacity of natural persons, (iii) the authenticity of all documents submitted to us as originals and (iv) the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such latter documents.

Based upon the foregoing, and subject to the qualifications and limitations stated herein, we are of the opinion that:

1. The Company has been duly incorporated and is validly existing and in good standing as a corporation under the laws of the State of Georgia and has due corporate authority to carry on the public utility business in which it is engaged and to own and operate the properties used by it in such business.

2. The Agreement and the Note have been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their respective terms, subject to the qualifications that the enforceability of the Company's obligations under the Agreement and the Note may be limited or otherwise affected by (i) bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and (ii) general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

3. The statements made in the Official Statement under the captions "THE BONDS," "THE AGREEMENT" and "THE INDENTURE," insofar as they purport to constitute summaries of certain terms of the documents referred to therein, constitute accurate summaries of the terms of such documents in all material respects; provided that no opinion is expressed with respect to the information contained under the caption "THE BONDS — Book–Entry System."

4. All orders, consents or other authorizations or approvals of the Georgia Public Service Commission legally required for the issuance of the Note and with respect

to the authorization, execution and delivery of the Agreement by the Company have been obtained; and no other order, consent or other authorization or approval of any Georgia or United States governmental body (other than in connection or in compliance with the provisions of the securities or "blue sky" laws of any jurisdiction, as to which we express no opinion) is legally required for the issuance of the Note or the authorization, execution and delivery of the Agreement by the Company.

5. No registration of the Bonds under the Securities Act of 1933, as amended, or qualification of the Indenture under the Trust Indenture Act of 1939, as amended, is required in connection with the offer and sale of the Bonds.

6. The Letter of Representation has been duly authorized, executed and delivered by the Company.

We have not passed upon, and the foregoing is subject to, and assumes, the validity of the Bonds and the tax-exempt status of interest thereon under the Internal Revenue Code of 1986, as amended, as to which you are relying upon the opinion dated the date hereof of Murray Barnes Finister LLP, Bond Counsel.

The attorneys in this firm that are rendering this opinion are members of the State Bar of Georgia and we do not express any opinion herein concerning any law other than the law of the State of Georgia and the federal law of the United States.

This opinion letter is rendered by us only to you and is solely for your benefit in your capacity as Underwriter in connection with the Purchase Contract and the transactions contemplated thereunder and may not be used, quoted or relied upon by you for any other purpose or relied upon by or furnished to any other person without our prior written consent except that Hunton Andrews Kurth LLP may rely on this opinion in giving its opinion pursuant to Section 6(g)(3)(iii) of the Purchase Contract, insofar as such opinion relates to matters of Georgia law. This opinion is expressed as of the date hereof, and we do not assume any obligation to update or supplement it to reflect any fact or circumstance that hereafter comes to our attention, or any change in law that hereafter occurs.

Very truly yours,

TROUTMAN PEPPER HAMILTON SANDERS LLP

EXHIBIT C
to the Purchase Contract

[LETTERHEAD OF TROUTMAN PEPPER HAMILTON SANDERS LLP]

November 4, 2022

Wells Fargo Bank, National Association
550 S. Tryon Street, 6th Floor
Charlotte, North Carolina 28202

Re: $100,000,000 Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022

Ladies and Gentlemen:

We have acted as counsel to Georgia Power Company (the "Company") in connection with the purchase by you of $100,000,000 aggregate principal amount of Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022 (the "Bonds") pursuant to the Purchase Contract, dated November 3, 2022 (the "Purchase Contract") between the Development Authority of Bartow County (the "Authority") and you. This letter is furnished to you pursuant to Section 6(g)(3)(ii) of the Purchase Contract.

In the above capacity, we have examined the Official Statement, dated October 28, 2022, relating to the Bonds, including the Appendix thereto (the "Official Statement"), which incorporates by reference or deems to incorporate by reference the Annual Report on Form 10-K of the Company for the fiscal year ended December 31, 2021 the Quarterly Reports on Form 10-Q of the Company for the quarters ended March 31, 2022, June 30, 2022 and September 30, 2022 and the Current Reports on Form 8-K of the Company dated February 25, 2022, May 2, 2022, June 24, 2022 and September 29, 2022 (collectively, the "Exchange Act Documents"), each as filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

We have participated in various conferences with the Company, its representatives, representatives of the independent public or certified public accountants of the Company and your counsel at which the contents of the Official Statement and the Exchange Act Documents and related matters were discussed and reviewed. Because of the inherent limitations in the independent verification of factual matters, and the character of the determinations involved in the preparation of the Official Statement and the Exchange Act Documents, we are not passing upon and do not assume any responsibility for, and make no representation that we have independently verified, the accuracy, completeness or fairness of the statements contained or incorporated by reference therein or omitted therefrom (other than as specified in opinion paragraph 3 of our opinion to you related to the Bonds dated of even date herewith). However, subject to and on the basis of the foregoing, we advise you that nothing has come to our attention that has caused us to believe that the Official Statement contained, as of its date, or contains, as of the date hereof, any untrue statement of a material fact or omitted, as of its date, or omits, as of the date hereof, to state

any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that in each case we express no belief with respect to the financial statements and schedules and notes thereto or other financial or statistical data contained or incorporated by reference in, or omitted from, the Official Statement or the Exchange Act Documents or with respect to the information in, or omitted from, the Official Statement under the captions "THE AUTHORITY," "THE BONDS — Book–Entry System," "UNDERWRITING" and "TAX EXEMPTION."

Subject to and on the basis of the foregoing, we further advise you that each Exchange Act Document, as of its date of filing with the Securities and Exchange Commission (the "Commission"), complied as to form in all material respects with the relevant requirements of the Exchange Act and the applicable rules and regulations of the Commission thereunder, except that in each case we express no belief as to the financial statements and schedules and notes thereto or other financial or statistical data contained or incorporated by reference in (or omitted from) the Official Statement or the Exchange Act Documents.

This letter is rendered by us only to you and is solely for your benefit in your capacity as Underwriter in connection with the Purchase Contract and the transactions contemplated thereunder and may not be used, quoted or relied upon by you for any other purpose or relied upon by or furnished to any other person without our prior written consent. This letter is expressed as of the date hereof, and we do not assume any obligation to update or supplement it to reflect any fact or circumstance that hereafter comes to our attention, or any change in law that hereafter occurs.

Very truly yours,

TROUTMAN PEPPER HAMILTON SANDERS LLP

EXHIBIT D
to the Purchase Contract

[LETTERHEAD OF HUNTON ANDREWS KURTH LLP]

November 4, 2022

Wells Fargo Bank, National Association
550 S. Tryon Street, 6th Floor
Charlotte, North Carolina 28202

Re: $100,000,000 Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022

Ladies and Gentlemen:

We have acted as your counsel in connection with the purchase by you of $100,000,000 aggregate principal amount of Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022 (the "Bonds"), pursuant to the Purchase Contract, dated November 3, 2022 (the "Purchase Contract"), between you and the Development Authority of Bartow County (the "Authority"). This opinion letter is furnished to you pursuant to Section 6(g)(3)(iii) of the Purchase Contract.

In rendering the opinions expressed below, we have examined the following documents:

(i) The Official Statement, dated October 28, 2022, relating to the Bonds, including the Appendix thereto (the "Official Statement");

(ii) The documents incorporated by reference or deemed incorporated by reference into the Official Statement: the Annual Report on Form 10-K of Georgia Power Company (the "Company") for the fiscal year ended December 31, 2021, the Quarterly Reports on Form 10-Q of the Company for the quarters ended March 31, 2022, June 30, 2022 and September 30, 2022 and the Current Reports on Form 8-K of the Company dated February 25, 2022, May 2, 2022, June 24, 2022 and September 29, 2022, each as filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act");

(iii) An executed copy of the Trust Indenture, dated as of November 1, 2022 (the "Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee;

(iv) An executed copy of the Loan Agreement, dated as of November 1, 2022 (the "Agreement"), between the Authority and the Company;

(v) An executed copy of the promissory note, dated November 4, 2022 (the "Note"), in the aggregate principal amount of $100,000,000 issued by the Company pursuant to the Agreement;

(vi) An executed copy of the Purchase Contract;

(vii) An executed copy of the Undertaking dated November 4, 2022 of the Company pursuant to the requirements of Rule 15c2-12 ("Rule 15c2-12") under the Exchange Act (the "Undertaking");

(viii) An executed copy of the Letter of Representation, dated November 3, 2022 (the "Letter of Representation"), among the Company, the Authority and you; and

(ix) Resolutions adopted by the Finance Committee of the Board of Directors of the Company on May 19, 2021 and February 15, 2022 with respect to, among other things, the due authorization of the Agreement and the Note.

In addition, we have examined, and have relied as to factual matters upon, the documents delivered to you at the closing (except the Bonds of which we have examined a specimen), and upon originals or copies, certified or otherwise identified to our satisfaction, of such corporate records, agreements, documents and other instruments and such certificates or comparable documents of public officials and of officers and representatives of the Authority and the Company, and have made such other and further investigations, as we deemed relevant and necessary as a basis for the opinions hereinafter set forth. In such examination, we have assumed (i) the genuineness of all signatures, (ii) the legal capacity of natural persons, (iii) the authenticity of all documents submitted to us as originals and (iv) the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such latter documents.

Based upon the foregoing, and subject to the qualifications and limitations stated herein, we are of the opinion that:

1. The Letter of Representation has been duly authorized, executed and delivered by the Company.

2. The Agreement and the Note have been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their respective terms, subject to the qualifications that the enforceability of the Company's obligations under the Agreement and the Note may be limited or otherwise affected by (i) bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and (ii) general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

3. The statements made in the Official Statement under the captions "THE BONDS," "THE AGREEMENT" and "THE INDENTURE," insofar as they purport to constitute summaries of certain terms of the documents referred to therein, constitute

accurate summaries of the terms of such documents in all material respects; provided that no opinion is expressed with respect to the information contained under the caption "THE BONDS — Book–Entry System."

4. No registration of the Bonds under the Securities Act of 1933, as amended, or qualification of the Indenture under the Trust Indenture Act of 1939, as amended, is required in connection with the offer and sale of the Bonds.

5. The Undertaking is a written agreement or contract that contains an undertaking on the part of the Company for the benefit of the holders of the Bonds to provide annual financial information and event notices through the Electronic Municipal Market Access system operated by the Municipal Securities Rulemaking Board at the times and in the manner required by Section (b)(5) of Rule 15c2-12.

We have not passed upon, and the foregoing is subject to, and assumes, the validity of the Bonds and the tax-exempt status of interest thereon under the Internal Revenue Code of 1986, as amended, as to which you are relying upon the opinion dated the date hereof of Murray Barnes Finister LLP, Bond Counsel.

We do not express any opinion herein concerning any law other than the law of the State of New York, the federal law of the United States and, to the extent necessary to render the opinions herein, the law of the State of Georgia. As to all matters governed by or dependent upon the law of the State of Georgia, we have, with your consent, relied upon the opinion letter of Troutman Pepper Hamilton Sanders LLP dated the date hereof and addressed to you.

This opinion letter is rendered by us only to you and is solely for your benefit in your capacity as Underwriter in connection with the Purchase Contract and the transactions contemplated thereunder and may not be used, quoted or relied upon by you for any other purpose or relied upon by or furnished to any other person without our prior written consent. This opinion letter is expressed as of the date hereof, and we do not assume any obligation to update or supplement it to reflect any fact or circumstance that hereafter comes to our attention, or any change in law that hereafter occurs.

Very truly yours,

HUNTON ANDREWS KURTH LLP

EXHIBIT E
to the Purchase Contract

[LETTERHEAD OF HUNTON ANDREWS KURTH LLP]

November 4, 2022

Wells Fargo Bank, National Association
550 S. Tryon Street, 6th Floor
Charlotte, North Carolina 28202

Re: $100,000,000 Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022

Ladies and Gentlemen:

We have acted as your counsel in connection with the purchase by you of $100,000,000 aggregate principal amount of Development Authority of Bartow County (Georgia) Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022 (the "Bonds"), pursuant to the Purchase Contract, dated November 3, 2022 (the "Purchase Contract"), between you and the Development Authority of Bartow County (the "Authority"). This letter is furnished to you pursuant to Section 6(g)(3)(iii) of the Purchase Contract.

In the above capacity, we have examined the Official Statement, dated October 28, 2022, relating to the Bonds, including the Appendix thereto (the "Official Statement"), which incorporates by reference or deems to incorporate by reference the Annual Report on Form 10-K of Georgia Power Company (the "Company") for the fiscal year ended December 31, 2021, the Quarterly Reports on Form 10-Q of the Company for the quarters ended March 31, 2022, June 30, 2022 and September 30, 2022 and the Current Reports on Form 8-K of the Company dated February 25, 2022, May 2, 2022, June 24, 2022 and September 29, 2022 (collectively, the "Exchange Act Documents"), each as filed under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

We have participated in various conferences with the Company, its counsel, its representatives and representatives of the independent public or certified public accountants of the Company at which the contents of the Official Statement and the Exchange Act Documents and related matters were discussed and reviewed. Because of the inherent limitations in the independent verification of factual matters, and the character of the determinations involved in the preparation of the Official Statement and the Exchange Act Documents, we are not passing upon and do not assume any responsibility for, and make no representation that we have independently verified, the accuracy, completeness or fairness of the statements contained or incorporated by reference therein or omitted therefrom (other than as specified in opinion paragraph 3 of our opinion letter to you related to the Bonds dated of even date herewith). However, subject to and on the basis of the foregoing, we advise you that nothing has come to our attention which has caused us to believe that the Official Statement contained, as of its date, or contains, as of the date

hereof, any untrue statement of a material fact or omitted, as of its date, or omits, as of the date hereof, to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except that in each case we express no belief with respect to the financial statements and schedules and notes thereto or other financial or statistical data contained or incorporated by reference in, or omitted from, the Official Statement or the Exchange Act Documents or with respect to the information in, or omitted from, the Official Statement under the captions "THE AUTHORITY," "THE BONDS — Book–Entry System," "UNDERWRITING" and "TAX EXEMPTION."

Subject to and on the basis of the foregoing, we further advise you that each Exchange Act Document, as of its date of filing with the Securities and Exchange Commission (the "Commission"), complied as to form in all material respects with the relevant requirements of the Exchange Act and the applicable rules and regulations of the Commission thereunder, except that in each case we express no belief as to the financial statements and schedules and notes thereto or other financial or statistical data contained or incorporated by reference in (or omitted from) the Official Statement or the Exchange Act Documents.

This letter is rendered by us only to you and is solely for your benefit in your capacity as Underwriter in connection with the Purchase Contract and the transactions contemplated thereunder and may not be used, quoted or relied upon by you for any other purpose or relied upon by or furnished to any other person without our prior written consent. This letter is expressed as of the date hereof, and we do not assume any obligation to update or supplement it to reflect any fact or circumstance that hereafter comes to our attention, or any change in law that hereafter occurs.

Very truly yours,

HUNTON ANDREWS KURTH LLP

EXHIBIT F
to the Purchase Contract

[LETTERHEAD OF DELOITTE & TOUCHE LLP]

This letter will be to the effect that:

(A) Deloitte & Touche LLP is an independent registered public accounting firm with respect to Georgia Power Company (the "Company") within the meaning of the Securities Act of 1933, as amended, and the rules and regulations thereunder; (B) at the Underwriter's request, Deloitte & Touche LLP has performed, and will report its findings as a result of performing, certain limited procedures performed through a specified date not more than five business days prior to the date of such letter, namely (i) reading of the minute books of the Company; (ii) reading of the unaudited financial statements, if any, of the Company incorporated by reference in the Appendix to the Official Statement (the "Appendix") and agreeing the amounts contained therein with the Company's accounting records; (iii) reading the financial statements of the Company, from which the audited and unaudited, if any, amounts for Operating Revenues, Earnings Before Income Taxes and Net Income After Dividends on Preferred and Preference Stock included in the Appendix are derived and agreeing the amounts contained therein with the Company's accounting records; (iv) reading the latest available unaudited financial statements of the Company, if any, for any calendar quarter subsequent to that set forth in (iii) above and agreeing the amounts contained therein and the unaudited amounts of Operating Revenues, Earnings Before Income Taxes and Net Income After Dividends on Preferred and Preference Stock, which amounts shall be set forth in such letter, to the Company's accounting records; and (v) making inquiries of certain officials of the Company who have responsibility for financial and accounting matters regarding whether (a) the unaudited financial statements described in (ii) are in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited financial statements incorporated by reference in the Appendix; (b) the unaudited financial statements described in (iii) and (iv) are stated on a basis substantially consistent with that of the audited financial statements incorporated by reference in the Appendix; (c) the specified unaudited amounts described in (iii) and (iv) are stated on a basis substantially consistent with that of the corresponding audited amounts included or incorporated by reference in the Appendix; and (d) there has been any change in the capital stock or long-term debt or any decrease in net assets of the Company as compared with amounts shown in the latest audited or unaudited balance sheet incorporated by reference in the Appendix, except in each case for changes or decreases which (i) the Appendix discloses have occurred or may occur, (ii) are occasioned by the declaration of dividends, (iii) are occasioned by draw-downs under existing solid waste disposal or pollution control financing arrangements or regularly scheduled payments of lease obligations, (iv) are occasioned by the purchase or redemption of bonds or stock to satisfy mandatory or optional redemption provisions relating thereto, (v) are occasioned by reclassification of current maturities of long-term debt, (vi) are occasioned by the amortization of debt issuance costs, or (vii) are disclosed in such letter (it being understood that the foregoing procedures do not constitute an audit performed in accordance with generally accepted auditing standards and they would not necessarily reveal matters of significance with respect to the comments made in such letter, nor would they necessarily disclose changes in specified financial statement line items, inconsistencies in the application of generally accepted accounting principles, or other matters, and accordingly that Deloitte & Touche

LLP makes no representations as to the sufficiency of such procedures for the Underwriter's purposes).

EXHIBIT G
to the Purchase Contract

GEORGIA POWER COMPANY

Letter of Representation

November 3, 2022

DEVELOPMENT AUTHORITY OF BARTOW COUNTY
Cartersville, Georgia

Wells Fargo Bank, National Association
550 S. Tryon Street, 6th Floor
Charlotte, North Carolina 28202

Ladies and Gentlemen:

Georgia Power Company (the "Company") delivers this Letter of Representation in order to induce Wells Fargo Bank, National Association (the "Underwriter") and the Development Authority of Bartow County (the "Authority") to enter into a Purchase Contract, to be dated the date hereof (the "Purchase Contract"), with the Authority relating to the purchase by the Underwriter from the Authority of $100,000,000 aggregate principal amount of the Authority's Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022 (the "Bonds"). The Bonds will be issued under and secured by a Trust Indenture, dated as of November 1, 2022 (the "Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee. The proceeds of the Bonds are to be used, pursuant to the terms of a Loan Agreement, dated as of November 1, 2022 (the "Agreement"), between the Authority and the Company, to provide funds to finance the cost of the acquisition, construction, installation and equipping of certain solid waste disposal facilities or portions thereof located at the Company's Bowen steam electric generating plant located in Bartow County, Georgia (the "Project") and to pay all or a portion of the costs of issuance of the Bonds. The Company's payment obligations with respect to the Bonds under the Agreement will be evidenced by a non-negotiable promissory note equal in principal amount to the Bonds and bearing interest at the rate or rates borne by the Bonds (the "Note"). As used in this Letter of Representation the term "Official Statement" means the Official Statement of the Authority, dated October 28, 2022, relating to the Bonds including the Appendix thereto (the "Appendix") and the documents incorporated in the Appendix by reference.

1. In consideration of the execution and delivery of the Purchase Contract, the Company represents, warrants and covenants to and with the Underwriter and the Authority that:

(a) The descriptions and the information referred to or contained in the Official Statement as of its date (other than under the captions "THE AUTHORITY," "THE BONDS — Book–Entry System," "TAX EXEMPTION" or "UNDERWRITING" or in the statements on the cover page with respect to the initial public offering price, tax exemption

and terms of offering or on the Table of Contents page with respect to stabilization), does not, and as of the Closing Date, will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(b) The financial information and financial statements of the Company referred to, incorporated by reference or contained in the Appendix to the Official Statement present fairly, in all material respects, the financial position of the Company as of the dates indicated and the results of its operations for the periods specified, and the financial statements have been prepared in conformity with generally accepted accounting principles in the United States consistently applied in all material respects with respect to the periods involved, except as stated therein. Since the respective dates of such financial statements, no material adverse change has occurred in the business, properties or financial position of the Company taken as a whole other than as set forth in or contemplated by the Official Statement.

(c) There has not been any material adverse change in the business, properties or financial condition of the Company as a whole from that set forth in or contemplated by the Official Statement.

(d) The Company has not entered into any material transaction or incurred any material liability otherwise than in the ordinary course of business or as set forth in or contemplated by the Official Statement.

(e) This Letter of Representation has been, and the Agreement, the Note and the Undertaking (as defined below), when executed and delivered by the Company, will be, duly authorized, executed and delivered by the Company, and assuming due authorization, execution and delivery thereof by the other parties thereto, the Agreement and the Note will be legal, valid and binding obligations of the Company and will be enforceable in accordance with their respective terms, subject to the qualifications that the enforceability of the Company's obligations under the Agreement and the Note may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is considered in a proceeding in equity or at law).

(f) All necessary authorizations, approvals, consents or other orders of any governmental authority or agency for the execution and delivery by the Company of the Agreement and for the issuance by the Company of the Note have been obtained and are in full force and effect.

(g) The execution of this Letter of Representation, the Agreement and the Undertaking, the issuance and delivery of the Note, the consummation of the transactions herein and therein contemplated and the fulfillment of the terms hereof and thereof, did not or will not result in a breach of any of the terms and provisions of, or constitute a default under, any indenture, mortgage, deed of trust or other agreement or instrument to which the Company is a party (except for breaches or defaults which would not, individually or in the aggregate, be materially adverse to the Company or materially adverse to the

transactions contemplated by the Purchase Contract and this Letter of Representation), or of the Company's charter or by-laws or, to the knowledge of the Company, any order, rule or regulation applicable to the Company of any court or of any federal or state regulatory body or administrative agency or other governmental body having jurisdiction over the Company or over any of its activities or its properties.

(h) The Company is a corporation duly organized and existing under the laws of the State of Georgia and has due corporate authority to carry on the public utility business in which it is engaged and to own and operate the properties used by it in such business.

(i) To the best of the Company's knowledge, the Securities and Exchange Commission has not issued, and is not threatening to issue, any order preventing or suspending the use of the Official Statement.

(j) Except as disclosed in or contemplated by the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body known to the Company to be pending or threatened against or directly affecting the Company, nor to the best of the knowledge of the Company is there any basis therefor, wherein an unfavorable decision, ruling or finding (i) would have a material adverse effect on the transactions contemplated by the Purchase Contract or the Official Statement (excluding transactions contemplated solely by the Appendix and the documents incorporated in the Appendix by reference), or (ii) would adversely affect the validity or enforceability of the Bonds, the Indenture, the Agreement, the Note, the Purchase Contract or this Letter of Representation, or any agreement or instrument to which the Company is a party, used or contemplated for use in connection with the consummation by the Company of the transactions contemplated by the Purchase Contract or by the Official Statement (excluding transactions contemplated solely by the Appendix and the documents incorporated in the Appendix by reference).

(k) The Company acknowledges the terms of the Purchase Contract as they relate to it and the Company will pay the fees, costs and expenses to be paid by it pursuant to Section 8 of the Purchase Contract (subject to the terms and conditions set forth therein).

(l) The Bonds, the Indenture, the Agreement and the Note conform in all material respects to the descriptions thereof in the Official Statement.

(m) The Official Statement incorporates or will incorporate, by reference certain documents filed or to be filed by the Company with the Securities and Exchange Commission, which documents have been, and will be, prepared by the Company in conformity in all material respects with the requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations of the Securities and Exchange Commission thereunder, and copies of such documents have been and will be delivered to the Underwriter.

(n) In order to enable the Underwriter to comply with Rule 15c2-12 ("Rule 15c2-12") under the Exchange Act, the Company has entered into a separate undertaking pursuant to the requirements of Rule 15c2-12 (the "Undertaking").

(o) Except as disclosed in the Official Statement, the Company has not failed during the previous five years to comply, in all material respects, with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

(p) Neither the Company nor, to the knowledge of the Company, any director, officer, agent, employee or subsidiary, if any, of the Company is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Company will not directly or indirectly use the proceeds from the sale of the Bonds, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

2. The Company covenants and agrees with the Authority and the Underwriter, as of the date hereof, that:

(a) During such period (not to exceed nine months after the Closing Date) as the Underwriter believes delivery of the Official Statement is necessary or desirable in connection with the sales of the Bonds by the Underwriter or dealers, if any, the Company will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement, insofar as it shall be known to the Company, and agrees not to effect any such amendment or supplementation of the Official Statement which is unsatisfactory in form to Hunton Andrews Kurth LLP or in substance to the Underwriter; the Company will also advise the Underwriter promptly of the institution of any proceedings by the Securities and Exchange Commission or any other action or event of which the Company is aware and which may affect the use of the Official Statement in connection with the sale and distribution of the Bonds.

(b) If, at any time prior to the completion of the sale of the Bonds by the Underwriter, when in the judgment of the Underwriter, it is necessary or desirable to deliver an Official Statement in connection with sales of the Bonds, an event occurs as a result of which in the opinion of Hunton Andrews Kurth LLP, counsel for the Underwriter, the Official Statement as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, the Company promptly will prepare an amendment or supplement (or, in its discretion, make an appropriate filing pursuant to Section 13 or 14 of the Exchange Act) which will correct such statement or omission; provided that any such amendment or supplement which is requested by the Underwriter more than 90 days after the Closing Date shall be prepared at the Underwriter's expense.

(c) The Company will assist, if necessary therefor, in the qualification of the Bonds for sale and the determination of their eligibility for investment under the laws of

such jurisdictions as the Underwriter shall designate and will assist, if necessary therefor, in the continuance of such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the Company shall not be required to qualify as a foreign corporation or to file any consents to service of process under the laws of any state or to comply with any other requirements in any jurisdiction where it is not now so qualified.

(d) The Company will not take or omit to take any action which will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Indenture and the Agreement.

3. The acceptance and confirmation of this Letter of Representation by the Authority shall constitute a representation and warranty by the Authority to the Company and the Underwriter that the representations and warranties contained in Section 4 of the Purchase Contract are true as of the date hereof and will be true in all material respects as of the Closing Date.

4. (a) The Company agrees to indemnify and hold harmless the Authority, any member, officer, employee or agent of the Authority, the Underwriter and each person, if any, who controls the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended (the "Securities Act") and the Exchange Act, against any and all losses, claims, damages, liabilities, joint or several, and expenses whatsoever arising out of any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, or in any amendment or supplement thereto, or arising out of any omission or any alleged omission to state therein a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages, liabilities or expenses arise out of any such untrue statement or omission or alleged untrue statement or omission made in any such documents in reliance upon and in conformity with written information furnished to the Company by the Underwriter specifically for use therein; provided, however, that the indemnity agreement contained in this Section 4(a) shall not inure to the benefit of the Underwriter (or of any person so controlling the Underwriter) to the extent of any losses, claims, damages, liabilities or expenses arising from the sale of the Bonds to any person if a copy of the Official Statement (exclusive of the documents incorporated in the Appendix by reference), as amended or supplemented at the time of such sale, shall not have been given or sent to such person by or on behalf of the Underwriter with or prior to the written confirmation of the sale involved.

(b) The Underwriter agrees to indemnify and hold harmless the Company, its directors and officers and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act, the Authority and any official or employee of the Authority, against any and all losses, claims, damages, liabilities and expenses whatsoever arising out of any untrue statement or alleged untrue statement of a material fact contained in the Official Statement, or in any amendment or supplement thereto, or any omission or alleged omission to state therein any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, but only to the extent that such untrue statement or alleged untrue statement or omission or alleged omission was made in any such document in reliance upon and in conformity with written information furnished to the Company by the Underwriter specifically for use therein.

(c) The Company agrees with respect to any action against it, any of its directors or officers or any person controlling it as aforesaid, the Underwriter agrees with respect to any action against it or any person controlling it as aforesaid, and the Authority agrees with respect to any action against it, or any of its members, officers, employees or agents, in respect of which indemnity may be sought hereunder, that it will promptly give written notice of the commencement of such action to the party or parties against whom indemnity may be sought; but the omission so to notify any indemnifying party will not relieve such indemnifying party from any liability which it may have to the indemnified party which failed to give such notice otherwise than under this Section 4 nor affect any rights such indemnifying party may have otherwise than under this Section 4 to participate in or assume the defense of any action brought against such indemnified party. Upon receipt of any such notice by an indemnifying party, such indemnifying party shall be entitled to assume the defense of such action, including the employment of counsel and the payment of all expenses in connection with such defense, and will have the right to negotiate and consent to settlement; provided that the Company shall not consent to any settlement unless the settlement (i) includes an unconditional release of the Underwriter or its officers, directors and employees from all liability arising out of such action and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of the Underwriter or its officers, directors and employees. Any indemnified party shall have the right to employ separate counsel in any such action against it and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless the employment of such counsel shall have been specifically authorized in writing by the indemnifying party or the indemnifying party shall have elected not to assume the defense of such action. No indemnifying party shall be liable for any settlement of any such action effected without its consent; but if any such action is settled with the consent of an indemnifying party or if there be a final judgment for the plaintiff in any such action (of which an indemnifying party shall have been notified as aforesaid), such indemnifying party shall indemnify and hold harmless each indemnified party from and against any losses, claims, damages, liabilities or expenses incurred or suffered by reason of such settlement or judgment.

5. The Company will deliver or cause to be delivered all opinions, certificates and other documents as provided for in the Purchase Contract to be delivered by it.

6. The representations and warranties of the Company and the Authority contained herein, or in the certificates of officers of the Company or officials of the Authority submitted to the Underwriter pursuant to the Purchase Contract, and the agreements of the Company and the Underwriter contained in Section 4 hereof shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Authority or any of its officials or employees, the Underwriter or controlling person thereof, or the Company or any of its directors or officers or controlling persons, and shall survive the delivery of the Bonds to the Underwriter. The Company's agreement contained in Section 1(k) hereof to pay expenses shall survive the termination of the Purchase Contract and this Letter of Representation.

7. This Letter of Representation is made solely for the benefit of the Authority, the Underwriter and the Company, and, to the extent expressly provided herein, any person referred to in Section 4 hereof, and their respective successors and assigns, and no other person, partnership, association or corporation shall acquire or have any right under or by virtue hereof.

The terms "successors" and "assigns" shall not include any purchaser of Bonds from the Underwriter merely because of such purchase.

8. The Company acknowledges and agrees that: (i) the transaction contemplated by this Letter of Representation is an arm's length, commercial transaction between the Company and the Underwriter in which the Underwriter is and has been acting as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Company; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Company with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter or its affiliates have provided other services or are currently providing other services to the Company on other matters) or other contractual, advisory or fiduciary obligation to the Company related to this Letter of Representation except the contractual obligations expressly set forth in this Letter of Representation; (iii) the Underwriter has a duty to deal with the Company in a fair and reasonable manner but must balance that duty with its duty to perform its other responsibilities as Underwriter in a manner that is fair and reasonable to investors; (iv) the Company has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate; (v) the responsibilities and obligations of the Underwriter under this Letter of Representation are purely contractual in nature and the Underwriter is not undertaking and is not serving in the capacity as agent under the law of agency; and (vi) this Letter of Representation expresses the entire relationship between the parties hereto.

9. The execution and delivery of this Letter of Representation by the Company shall constitute the Company's approval of and consent to the Authority's entering into, acceptance and execution of the Purchase Contract and performance thereunder.

10. This Letter of Representation shall be governed by and construed in accordance with the laws of the State of Georgia.

11. Any notice or other communication to be given to the Company under this Letter of Representation may be given by delivering the same in writing to the Company, 241 Ralph McGill Boulevard, N.E., Atlanta, Georgia 30308, Attention: Corporate Secretary, with a copy to Southern Company Services, Inc., 30 Ivan Allen, Jr. Boulevard, N.W., Atlanta, Georgia 30308, Attention: Ryan Morris. Any notice or other communication to be given to the Authority may be given by delivering the same in writing to its address set forth in the Purchase Contract. Any notice or other communication to be given to the Underwriter may be given by delivering the same in writing at the address set forth in the Purchase Contract. The Company, the Authority and the Underwriter shall each be fully entitled to rely upon notice given pursuant to this Section and to act thereon.

12. This Letter of Representation shall become effective upon execution hereof and the effectiveness of the Purchase Contract referred to herein. It shall terminate upon termination of the Purchase Contract.

13. This Letter of Representation may be signed in several counterparts by manual, facsimile or electronic signature. Each will be deemed to be an original, but all of them together constitute the same instrument. The words "execution," "signed," "delivery," and words

of like import in or relating to this Letter of Representation or any document to be signed in connection with this Letter of Representation shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

Very truly yours,

GEORGIA POWER COMPANY

By:_____
Name:
Title:

Accepted and confirmed as of the
date first above written

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:_____
Name:
Title:

DEVELOPMENT AUTHORITY OF BARTOW COUNTY

By:_____
Name:
Title:

EXHIBIT H
to the Purchase Contract

ISSUE PRICE CERTIFICATE

The undersigned Wells Fargo Bank, National Association (the "Underwriter") hereby certifies as set forth below with respect to the sale and issuance of $100,000,000 aggregate principal amount of the Development Authority of Bartow County (Georgia) (the "Authority") Solid Waste Disposal Facility Revenue Bonds (Georgia Power Company Plant Bowen Project), Second Series 2022 (the "Bonds"):

1. Sale of the Bonds. As of the date of this certificate, the first price at which at least 10% of the Bonds was sold to the Public is the price listed in Schedule I to this Issue Price Certificate (this "Certificate").

2. Defined Terms.

(a) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly

(b) "Sale Date" means the first day on which there is a binding contract in writing for the sale of the Bonds. The Sale Date of the Bonds is November 3, 2022.

(c) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

3. The representations set forth in this Certificate are limited to factual matters only. Nothing in this Certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Authority and Georgia Power Company with respect to certain of the representations set forth in the Tax and Non-Arbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Murray Barnes Finister LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038, and other federal income tax advice that it may give to the Authority and Georgia Power from time to time relating to the Bonds.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:_____
Name:
Title:

Dated: November 4, 2022

SCHEDULE I
to the Issue Price Certificate

Sale Price of the Bonds

Maturity Date: November 1, 2062

Principal Amount: $100,000,000

Initial Daily Rate: 1.70%

Price: 100%