Pro Forma Power Purchase Agreement for 2023 Distributed Generation Solar at GPC-#ProjectID# (#FacilityName#) between Georgia Power Company and #GeneratorLegalName#

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SCHEDULE OF DEFINED TERMS

This PPA uses the defined terms identified in this *Schedule of Defined Terms*, or in the body of this PPA, and the rules of construction described in Section 14.4 (*Contract Interpretation*).

2023 DG RFP: GPC's 2023 Request for Proposals for Solar Photovoltaic Distributed Generation.

AC: Alternating current.

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

Annual Delivered Energy (ADE): The amount of Energy, in MWh, delivered by Generator to GPC at the POI during the applicable Annual Period under this PPA.

Annual Delivery Percentage (ADP): For the applicable Annual Period, the sum of Annual Delivered Energy and, if applicable, Deemed Delivered Energy, divided by the applicable Annual Energy Contract Amount and expressed as a percentage, as shown in the following equation:

ADP = [(ADE + DDE) / (AECA)] * 100%

Annual Energy Contract Amount (AECA): The nominal amounts of Energy expected to be delivered each Annual Period, as set forth in Table B in Section 3 (*Term; Contract Energy Price; Annual Energy Contract Amount*) of Exhibit A (*Project Information*).

Annual Period: Any one of a succession of consecutive 12-month periods, the first of which will begin on the first Day of the month after Generator's obtaining COA, but, if COA occurs on the first Day of a month, the first Day of the first Annual Period is the date of COA.

Auxiliary Equipment: Auxiliary or ancillary equipment at or otherwise supporting the Facility, including lights and security equipment and systems (*e.g.*, gates and cameras).

Business Day: Any Day excluding Saturday, Sunday, and any Day on which banking institutions in Atlanta, Georgia are closed because of a federal holiday.

Change of Control: Any transaction or series of related transactions, that if consummated, would result in Generator being an Affiliate of another ultimate parent entity immediately after the transaction, where the ultimate parent entity is the entity who directly or indirectly controls 50% or more of Generator's outstanding capital stock or other equity interests having ordinary voting power and that does not itself have an ultimate parent entity. The Parties assume that the direct or indirect owner of 50% or more of the outstanding stock or other equity interest of an entity has "control."

Certification Date: The date the Commission certifies this PPA under O.C.G.A. § 46-3A-4.

Change of Ownership: The physical point where the Facility's tie-line connects with the Interconnection Facilities, as further defined and depicted in the IA.

Commercial Operation: The Facility's generation of Energy for sale in accordance with the requirements of this PPA.

Commercial Operation Authorization (COA): GPC's written notice to Generator, under the provisions of Section 5.4 (*Witness Testing and Commercial Operation Authorization*), that the Facility can commence Commercial Operation.

Commission: The Georgia Public Service Commission.

Confidential Information: Business or technical information rightfully in the possession of either Party that derives actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by Person(s) who can obtain economic value from its disclosure or use, and includes information furnished or disclosed by the disclosing Party ("**Disclosing Party**") or another Person on behalf

of the Disclosing Party to the other Party ("**Receiving Party**") in connection with discussions leading up to execution of this PPA, including this PPA. Confidential Information does not include information that: (i) is or becomes publicly available other than as a result of a PPA violation; (ii) was, at the time of the disclosure, already in the Receiving Party's possession; (iii) is disclosed to the Receiving Party by a third party who, to the Receiving Party's knowledge, is not prohibited from disclosing the information under any agreement with the Disclosing Party; (iv) the Receiving Party develops or derives without the aid, application, or use of the privileged or proprietary information; or (v) the Receiving Party is required to disclose in accordance with applicable law.

Contract Energy Price (CEP): The price for Solar Output for the applicable Annual Period, as set forth in Table A in Section 3 (*Term; Contract Energy Price; Annual Energy Contract Amount*) *of* Exhibit A (*Project Information*).

Creditworthy or Creditworthiness: A Person: (i) with an investment grade rating from at least two of Rating Agencies such that its senior unsecured debt (or issuer rating if such Person has no senior unsecured debt rating) is rated at least: (a) BBB- by S&P, if rated by S&P; (b) Baa3 by Moody's, if rated by Moody's; and (c) BBB- by Fitch, if rated by Fitch, respectively; and (ii) has satisfactory and verifiable creditworthiness determined in GPC's sole discretion.

Day: Any day, including Saturday, Sunday, or a federal holiday.

Deemed Delivered Energy (DDE): The sum, for the applicable Annual Period, of Force Majeure Energy and Excused Curtailed Energy, if any. The methodology for the estimate of Deemed Delivered Energy will be determined by mutual agreement of the Parties.

Delay Damages: Liquidated damages in an amount equal to the lesser of: (i) $1 per kW ($1.00/kW) of the Facility (prorated for partial kW) per Day; or (ii) $1,000 per Day (including partial Days).

Delay Damages Performance Security: Security in the form of Eligible Collateral delivered to GPC to secure Generator's obligation to pay Delay Damages.

Distribution System: Electric System facilities owned by GPC that operate at a nominal operating voltage below 40 kV.

Distribution Test Policy: GPC's ***Distribution Test Policy***, which is available at www.georgiapower.com/content/dam/georgia-power/pdfs/residential-pdfs/solar/Distribution-Test-Policy-REV-2020-03-02.pdf, or any successor policy.

Electric System: The network of electric generation, transmission, or distribution facilities owned or operated by GPC or other electric utilities in Georgia or a surrounding state, specifically including: (i) the Georgia Integrated Transmission System; and (ii) Interconnection Facilities.

Electrical Products: All electrical products produced by or related to the Facility, including spinning reserves, operating reserves, balancing energy, regulation service, ramping capability, reactive power, voltage control, frequency control, and other ancillary or essential reliability service products, or any benefit GPC otherwise would have realized from or related to the Facility if GPC, rather than Generator, had constructed, owned, or operated the Facility, it being the Parties' intent that all such benefits and entitlements, in addition to electrical output, that flow to the owner or operator of the Facility, whether existing as of the Execution Date or at any time during the Term, will belong to GPC, at no additional cost to GPC. For the avoidance of doubt, Electrical Products do not include any federal, state, or local tax attribute arising from ownership of the Facility, including any investment tax credit (ITC), production tax credit (PTC), or depreciation deduction, or any grant in lieu of investment tax credit or any similar financial payment or grant with respect to the Facility.

Eligible Collateral: Either: (i) cash deposited into a Security Account or as otherwise deposited with GPC as the Parties may agree; (ii) a Letter of Credit; or (iii) a Generator Guaranty.

Energy: The energy portion of the Solar Output produced by the Facility and delivered under this PPA to the POI and which does not include Environmental Attributes produced by the Facility.

Environmental Attributes: Either: (i) any fuel-related, emissions-related, air quality-related or other environmental-related aspects, claims, characteristics, benefits, credits, including RECs, reductions, offsets, savings, allowances, efficiencies, certificates, tags, attributes, demand reductions or similar products or rights (including all of those relating to greenhouse gases and all green certificates, green tags, renewable certificates and Renewable Energy Credits, CO2 credits, emissions reduction credits and all those that otherwise arise or result from the generation of Energy from the Facility, and all those arising or resulting from the existence of the Facility) (a) howsoever titled and whether known or unknown, (b) whether existing as of the Execution Date or at any time during the Term, and (c)

whether the Environmental Attributes have been certified or verified under any renewable standard, including all those that could qualify or do qualify for application toward compliance with any local, state, federal or international renewable energy portfolio standard, green pricing program, renewable energy program, carbon reduction or greenhouse gas reduction initiative, electricity savings program, or other environmental program, incentive, mandate or objective, in each case whether voluntary or mandatory; or (ii) any environmental benefit GPC otherwise would have realized from or related to the Facility if GPC rather than Generator had constructed, owned, or operated the Facility. Environmental Attributes do not include any federal, state, or local tax attribute arising from ownership of the Facility, including any investment tax credit (ITC), production tax credit (PTC), or depreciation deduction, or any grant in lieu of investment tax credit or any similar financial payment or grant with respect to the Facility.

Event of Default: A failure by Generator to comply with a material term or condition of this PPA, as further described in Section 9.1 (*Events of Default*).

Excused Curtailed Energy: With respect to any Annual Period, any amount of energy not delivered from the Facility to the POI as a result of GPC temporarily disconnecting the Facility, or curtailing the delivery of energy from the Facility, under the IA, so long as, and only to the extent that, the disconnection or curtailment is not caused by Generator or the Facility (including any failure of the Generator or the Facility to fully comply with the IA). Excused Curtailed Energy will be calculated in accordance with a methodology to be determined by mutual agreement of the Parties.

Execution Date: The date on which GPC signs this PPA, as shown on the signature page.

Extended FME: A suspension of performance due to a Force Majeure Event continuing for a period of six Months or longer after the initial suspension, as defined in Section 12.4 (*Extended FME*).

Facility: Generator's distributed generation solar facility as described in Exhibit A (*Project Information*), including all equipment and facilities not owned by GPC and installed on Generator's side of the Change of Ownership. A Facility cannot cross a railroad, public waterway, public road, or equivalent transportation interchange.

Facility Size: The Facility's installed AC capacity at unity power factor, as set forth in Exhibit A (*Project Information*).

FERC: The Federal Energy Regulatory Commission.

Final Facility Documents: The final Facility documents that provide all Facility technical details or are required by GPC, including the final Facility one-line diagram, Site plan, panel and inverter specifications, and the information required by Southern Company DER Policy Section 8.6.2 (*Completion of DER Construction*), as outlined in Section 2.3 (*Final Facility Documents*).

Fitch: Fitch Ratings Inc. or its successor. If Fitch ceases to exist or publish ratings, Fitch will mean a nationally recognized rating agency mutually agreed upon by the Parties.

FME Remedy Plan: A remedy plan as required under Section 12.4 (*Extended FME*).

Force Majeure Energy: The amount of energy that Generator is excused from delivering to the POI, or that GPC is excused from receiving at the POI, under Part 12 (*Force Majeure*). Force Majeure Energy will be calculated in accordance with a methodology to be determined by mutual agreement of the Parties.

Force Majeure Event (FME): Any occurrence, non-occurrence, or set of circumstances that is beyond the reasonable control of a Party, is not reasonably foreseeable, and is not caused by the Party's negligence, inaction, lack of due diligence, breach of this PPA, or failure to follow Prudent Industry Practices. The term Force Majeure Event will not include: (i) the inability to meet applicable law or a change in applicable law; (ii) any inability to obtain or maintain, or delay in obtaining, any permit, approval or other consent required from a governmental authority, unless failure is caused by an event that would otherwise constitute a Force Majeure Event; (iii) equipment failure or equipment damage in the case of the Facility or any failure of Generator's contractors, suppliers or vendors, unless the failure or damage results directly from an event that would otherwise constitute a Force Majeure Event; (iv) change in market conditions that affects the cost or availability of equipment, materials, supplies, or services, unless the cost or availability change results directly from an event that would otherwise constitute a Force Majeure Event; (v) failure of a Party's contractors, suppliers, or vendors, unless the failure is caused by an event that would otherwise constitute a Force Majeure Event; (vi) unavailability, variability, or lack of adequate solar insolation, unless the unavailability, variability, or lack of adequate solar insolation results directly from an event that would otherwise constitute a Force Majeure Event; (vii) failure or inability to obtain or retain sufficient funds for any reason, or Generator's loss of or inability to obtain or retain any tax credit or other incentive with respect to any portion of the Facility; or (viii) a site-specific strike, walkout, lockout, or other labor dispute at the Facility.

Generator: The counterparty to GPC in this PPA.

Generator Guarantor: A Person who, at the time of execution and delivery of its Generator Guaranty, is a Creditworthy Affiliate of Generator, derives direct or indirect benefit from the transactions contemplated by the PPA, and is otherwise an entity acceptable to GPC.

Generator Guaranty: A guaranty provided by a Generator Guarantor substantially in the form of Exhibit F (*Form of Guaranty*).

GPC: Georgia Power Company, a Georgia corporation, which is a subsidiary of Southern Company, or any permitted successor or assign. "Company" is the equivalent term in the Southern Company DER Policy.

Indemnified Party: Each of GPC, its Affiliates, agents, officers, directors, employees, and permitted assigns.

Initial Synchronization: GPC's initial energization of Interconnection Facilities to allow trial parallel operation of the Facility, including export of test electric energy to the Distribution System for no more than seven Days.

Initial Synchronization Request: Generator's written notice to GPC: (i) informing GPC that, as of the date of such request, the Facility is ready for Initial Synchronization; and (ii) requesting Initial Synchronization.

Interconnection Agreement (IA): The agreement between Generator and GPC containing terms and conditions governing the interconnection and parallel operation of the Facility with the Electric System.

Interconnection Costs: All costs and expenses (including overheads) arising in connection with: (i) the technical review, design, procurement, construction, and installation of the Interconnection Facilities (including costs associated with obtaining property or property rights required for interconnection, like easements and permits); (ii) ongoing operations and maintenance costs for the Interconnection Facilities throughout the Term; and (iii) any other cost identified in the IA as an Interconnection Cost .

Interconnection Facilities: The physical facilities installed or modified by GPC on GPC's side of the Change of Ownership that, in GPC's reasonable judgment, are necessary for interconnected operations of the Facility with the Electric System and for the Facility's receipt of Station Service. Interconnection Facilities will be owned by GPC or, if so indicated in the IA, by another utility and include facilities for the connection, switching, metering, distribution, and safe operation of the Electric System.

Interconnection Limit: The Facility's maximum power output (kW) specified in Exhibit A (*Project Information*) and in the IA.

kV: Kilovolt (AC).

kW: Kilowatt (AC).

kWh: Kilowatt-hour (AC).

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

Maximum Energy Contract Amount: For a given Annual Period, 115% of the applicable Annual Energy Contract Amount.

Mechanical Completion: Generator's satisfaction of the following criteria and conditions: (i) Generator provided GPC and GPC accepted Final Facility Documents as outlined in Section 2.3 (*Final Facility Documents*); (ii) Generator completed the assembly, construction, and installation of the Facility and the Facility is mechanically, electrically, and functionally complete and sound, including that all wiring, controls, instruments, relays, and safety systems are installed and capable of operation in accordance with the approved Final Facility Documents; (iii) the Facility passed an electrical inspection (as evidenced by appropriate inspection documentation) by either: (a) the appropriate city or county inspection authority; or (b) a licensed electrician or Professional Engineer if there is no inspecting authority; (iv) Generator obtained any other governmental approval required for operation of the Facility; (v) the Facility otherwise is ready for Initial Synchronization; and (vi) Generator submitted to GPC the Mechanical Completion Certificate.

Mechanical Completion Certificate: A written certification by Generator that the Facility achieved Mechanical Completion, in the form of Exhibit E (*Mechanical Completion Certificate*).

Milestone Schedule: A schedule containing, at a minimum, all significant milestones relating to the design, engineering, procurement, construction, Initial Synchronization, testing, startup, and Mechanical Completion of the Facility.

Monthly Delivered Energy (MDE): The amount of Energy, in kWh, delivered during a given month. For the avoidance of doubt, all MDE includes the transfer of Environmental Attributes and Electrical Products.

Monthly Energy Payment (MEP): For a given month, an amount equal to the product of Monthly Delivered Energy multiplied by the Contract Energy Price, as shown in the following equation:

MEP = MDE * CEP

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

MW: Megawatt (AC).

Party: GPC or Generator; together, the "**Parties**."

Performance Security: Security in the form of Eligible Collateral to ensure Generator's due performance of PPA obligations, as may be required under Exhibit B (*Performance Security*).

Person: Any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association, or governmental authority.

Point of Interconnection (POI): The point where the Facility is interconnected to the Distribution System, which is not necessarily the same as the point where Change of Ownership occurs.

PPA: This Distributed Generation Solar Power Purchase Agreement between the Parties.

Professional Engineer: An individual possessing a professional engineering license in good standing through the applicable state board with licensing authority over professional engineers.

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

PURPA: The Public Utilities Regulatory Policies Act of 1978, 16 U.S.C. 796 and 824a-3.

Qualifying Facility (QF): A qualifying cogeneration facility or qualifying small power production facility within the meaning of PURPA sections 201 and 210 and Part 292 of Title 18 of the United States Code of Federal Regulations.

Rating Agency: The rating entities of S&P, Moody's, or Fitch.

Renewable Energy Credits (RECs): Any credits, including any emissions reduction credits, such as CO2 emission reduction credits, for renewable energy that could qualify or do qualify for application toward compliance with any local, state, federal, or international renewable energy portfolio standard, green pricing program, or other renewable energy or environmental mandate or objective, whether in effect at the Execution Date or at any time during the Term.

Required Mechanical Completion Date (RMCD): The date by which the Facility must achieve Mechanical Completion, as specified in Exhibit A (*Project Information*).

Required Notice Date for Initial Synchronization: The date that is within 60 Days after Mechanical Completion and by which the Facility must be ready for, and the Generator must request, Initial Synchronization.

Rules and Regulations: The *GPC Rules, Regulations, and Rate Schedules for Electric Services*, on file with the Commission, and as may be amended from time to time.

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

Security Account: An account designated by GPC for the benefit of GPC, under the exclusive control of GPC free and clear of all liens (including the lien of any lender) of any Person or entity other than GPC. Any GPC Security Account must be established and maintained at the expense of Generator and held by a depositary bank acceptable to GPC under a control agreement in form and substance acceptable to GPC.

Site: The physical location where the Facility will be or is located, as stated in Exhibit A (*Project Information*).

Site Control: The right to develop real property for purposes of constructing and operating the Facility, Site, or for the ICF Site, as applicable, throughout the Term, as demonstrated by the Site Control Affidavit submitted by Generator in the form of 2023 DG RFP Exhibit D (*Form of Site Control Affidavit and Landowner Confirmation*).

Solar Output: The Energy and all associated Environmental Attributes, Electrical Products, and capacity produced by and associated with the Facility.

Southern Company DER Policy: ***Southern Company Operation of Distributed Energy Resources (DER) in Parallel with the Distribution System Policy*** (publicly available on the GPC Distributed Generation Interconnection website) or any successor policy.

Station Service: Energy delivered from the Electric System and used to serve the Facility's electrical requirements including step-up transformer losses and line losses between the Facility and the POI.

Successful Witness Testing: Live testing of the Facility while operating in parallel with the Electric System that indicates the Facility, in accordance with IA, is ready for Commercial Operation.

Term: The duration of the PPA, which becomes effective on the Execution Date and continues for the number of Annual Periods (15, 20, 25, 30, or 35) specified in Exhibit A (*Project Information*).

Termination Damages: Liquidated damages to be paid by Generator should GPC terminate Generator's performance under this PPA because of an Event of Default, in the amounts specified in Table C in Section 6 (*Termination Liquidated Damages Table*) of Exhibit A (*Project Information*).

Variable Interest (VI): Defined in ASC Topic 810 (*Consolidation*), as issued and modified from time to time by FASB.

Variable Interest Entity (VIE): Defined in ASC Topic 810 (*Consolidation*), as issued and modified from time to time by FASB.

Witness Testing: Live testing of the Facility while operating in parallel with the Electric System in accordance with the Distribution Test Policy.

2023 Distributed Generation Solar Power Purchase Agreement at GPC-#ProjectID# (#FacilityName#) between Georgia Power Company and #GeneratorLegalName#

Georgia Power Company, a Georgia corporation, and **#GeneratorLegalName#**, a *OR* an #OrgState# #limited liability company# *OR* #OtherOrgStructure#, enter into this **Distributed Generation Solar Power Purchase Agreement** as of the Execution Date. GPC and Generator acknowledge:

- Generator desires to sell, and GPC desires to purchase, all Solar Output generated by or associated with Generator's Facility consistent with the 2023 DG RFP and the Commission's Orders in Docket Nos. 44160 and 44942;
- The Parties desire to set forth the terms and conditions upon which the sale of Solar Output may be conducted between the Parties; and
- The Facility will be interconnected to and operated in parallel with the Electric System, and contemporaneously with the execution of this PPA, the Parties entered the IA governing the interconnection.

In consideration of the mutual promises described in this PPA, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which each Party acknowledges, and intending to be legally bound, the Parties agree:

PART 1. TERM OF AGREEMENT

1.1 Term. Subject to applicable law and any earlier termination per Section 9.2 (*Termination for Default; Termination Damages; No-Fault Termination*), the PPA becomes effective on the Execution Date and continues for the Term.

PART 2. FACILITY DESIGN AND CONSTRUCTION

2.1 Description of Facility. The Facility is owned by Generator and must conform to the description in Section 2 (*Facility Description*) of Exhibit A (*Project Information*). The Facility must be separately metered and directly interconnected to the Distribution System.

2.2 Station Service. Generator must purchase Station Service provided by GPC under standard rates. If any electric service is required to serve Auxiliary Equipment, Generator must: (i) purchase that service from the local electric service provider; (ii) install a separate meter for the service; and (iii) if purchasing from GPC, pay any installation costs, in accordance with GPC's standard procedures for establishing retail service.

2.3 Final Facility Documents. Generator must provide to GPC all Final Facility Documents as soon as practicable but no later than 90 Days before the RMCD. After delivery to GPC of the Final Facility Documents, Generator must construct the Facility in accordance with, and may not substantively change, the Final Facility Documents without GPC's express written consent. The Final Facility Documents must be stamped by a Professional Engineer. Generator acknowledges that any delay caused by Generator in furnishing the Final Facility Documents to GPC and any change to the Facility design or equipment or the Site may delay GPC's acceptance of the Final Facility Documents, construction of Interconnection Facilities, and the grant of COA.

2.4 Mechanical Completion. Generator must achieve Mechanical Completion of the Facility by the RMCD. When Generator believes the Facility achieved Mechanical Completion, Generator must complete and submit to GPC the Mechanical Completion Certificate as provided in Exhibit C (*Mechanical Completion Certificate*). Upon receipt of the Mechanical Completion Certificate, GPC will have the right, but not the obligation, to inspect the Facility or review inspection-related information before acceptance. However, if GPC determines that the Facility has not actually achieved Mechanical Completion, Generator must promptly resolve any issues or deficiencies and then resubmit the Mechanical Completion Certificate. For the avoidance of doubt, Generator will be liable for Delay Damages under Section 2.5 (*Failure to Achieve Mechanical Completion by the RMCD*) if GPC determines

that Generator did not timely achieve Mechanical Completion of the Facility. Generator is not entitled to any extension of the RMCD as a result of GPC's construction of the Interconnection Facilities.

2.5 Failure to Achieve Mechanical Completion by the RMCD. Subject to Part 12 (*Force Majeure*), if the Facility fails to achieve Mechanical Completion by the RMCD, Generator must pay to GPC Delay Damages for each Day of delay after the RMCD (including any partial Day) until the earlier of: (i) Mechanical Completion; (ii) the date Generator notifies GPC that Mechanical Completion will not be achieved; or (iii) 90 Days after the RMCD. If Delay Damages are owed under this Section 2.5 (*Failure to Achieve Mechanical Completion by the RMCD*), then no later than five Business Days after the RMCD, Generator must provide Delay Damages Performance Security in the amount equal to the lesser of: (i) $90 per kW ($90/kW), as calculated based on Facility size; or (ii) $90,000. GPC will be entitled to draw Delay Damages from any Eligible Collateral provided by Generator. Any unused Delay Damages Performance Security will be returned to Generator by no later than the COA date.

2.6 Milestone Schedule. Generator must provide GPC with a Milestone Schedule. Generator must notify GPC of any significant change in the Milestone Schedule and the status of construction as the change occurs.

2.7 Generator Duty to Update. Generator must promptly notify GPC in writing of any issue, event, or other development that impacted, or would reasonably be expected to impact, Generator or the development, construction, or completion of the Facility such that Generator is unlikely to: (i) achieve Mechanical Completion by the RMCD; (ii) submit the Initial Synchronization Request by the Required Notice Date for Initial Synchronization; or (iii) achieve Successful Witness Testing by no later than 120 Days after the date of Initial Synchronization. Generator's notification to GPC of any issue, event, other development, or change does not alter Generator's PPA obligations.

PART 3. INTERCONNECTION

3.1 Interconnection Agreement. Generator must execute the IA at the time Generator executes this PPA. Timely and satisfactory compliance with IA terms and conditions is a condition precedent to GPC's performance of interconnection-related work.

3.2 Interconnection Costs. The IA specifies Interconnection Costs Generator must pay. GPC is not obligated to incur Interconnection Costs or otherwise commence interconnection-related work, including interconnection of the Facility to the Distribution System, until Generator has paid Interconnection Costs in accordance with the IA. Generator must pay GPC for any additional Interconnection Costs incurred by GPC resulting from any changes to the Facility documents, the Facility, or the Site, and any delay by Generator in fulfilling its obligations under this Part 3 (*Interconnection*).

3.3 GPC Completion of Construction. GPC does not guarantee that construction of Interconnection Facilities will be complete by a date certain or the provision of Initial Synchronization by a date certain. GPC is not obligated to expedite Interconnection Facilities construction or Initial Synchronization in advance of the milestone dates reflected in the PPA or IA. Generator acknowledges that any Generator delay may delay GPC's construction of Interconnection Facilities and the interconnection of the Facility, including: (i) any delay in furnishing the Final Facility Documents to GPC as required by Section 2.3 (*Final Facility Documents*); (ii) any delay in Generator's payment to GPC of Interconnection Costs under the IA; (iii) any delay in final Site stabilization; or (iv) any change to the Facility design or equipment or the Site.

PART 4. METERING

4.1 Installation and Purchase. GPC will install, at Generator's expense, GPC-owned metering equipment, as determined by GPC to be appropriate for the purchase of Solar Output, in accordance with the IA. All Energy purchased by GPC is measured through GPC's metering equipment.

4.2 Meter Adjustment. Neither Generator, nor any Generator Affiliate, or the employees, contractors, subcontractors, agents, or representatives of any of them, will make an adjustment to metering equipment without GPC's prior written consent.

PART 5. OBTAINING COMMERCIAL OPERATION AUTHORIZATION

5.1 Initial Synchronization Request. Subject to Part 12 (*Force Majeure*), Generator must submit the Initial Synchronization Request to GPC by the Required Notice Date for Initial Synchronization. However, the Initial Synchronization Request will be invalid if: (i) Generator has not met all pre-Initial Synchronization requirements in the IA, including payment of Interconnection Costs; or (ii) the Facility otherwise is not actually ready for Initial

Synchronization. Generator must provide GPC at least 10 Business Days' prior written notice of its requested Initial Synchronization date.

5.2 Failure to Submit Initial Synchronization Request by the Required Notice Date for Initial Synchronization. Subject to Part 12 (*Force Majeure*), if Generator fails to submit the Initial Synchronization Request to GPC by the Required Notice Date for Initial Synchronization, Generator must pay Delay Damages to GPC for each Day of delay after the Required Notice Date for Initial Synchronization (including any partial Day) until the earlier of: (i) the date that Generator issues the Initial Synchronization Request; (ii) the date Generator notifies GPC that Initial Synchronization will not be requested; or (iii) 60 Days after the Required Notice Date for Initial Synchronization. If Delay Damages are owed under this Section 5.2 (*Failure to Submit the Initial Synchronization Request by the Required Notice Date for Initial Synchronization*), then by no later than five Business Days after the Required Notice Date for Initial Synchronization, Generator must provide Delay Damages Performance Security in the amount equal to the lesser of: (i) $60 per kW ($60/kW); or (ii) $60,000. GPC will be entitled to draw Delay Damages from Eligible Collateral. Any unused Delay Damages Performance Security paid by Generator and held by GPC for Delay Damages will be returned to Generator no later than the COA date.

5.3 Initial Synchronization. After GPC's receipt of a valid Initial Synchronization Request, and provided the Interconnection Facilities are ready for Initial Synchronization, the Parties will jointly select a date and time for the Facility's Initial Synchronization. During Generator's commissioning of the Facility, Generator will be granted one period of Initial Synchronization of no more than seven Days after the date of energization. If the Initial Synchronization period exceeds seven Days, GPC reserves the right to temporarily disconnect the Facility and de-energize the Interconnection Facilities. In that event, GPC reserves the right to determine when to reconnect the Facility and re-energize the Interconnection Facilities in order to proceed with Witness Testing under the IA. Timely and satisfactory compliance with PPA and IA terms and conditions is a condition precedent to Initial Synchronization (including payment of any Delay Damages owed under this PPA).

5.4 Witness Testing and Commercial Operation Authorization. Generator must cooperate with all Witness Testing in accordance with the Distribution Test Policy. After Mechanical Completion and GPC's receipt of the Initial Synchronization Request, GPC and Generator will jointly select the date and time of Witness Testing in accordance with the IA. GPC is not obligated to expedite Witness Testing and may schedule Witness Testing in the order of requests received, according to resource availability, and as GPC deems practicable. GPC will not schedule initial Witness Testing in the month of December. If GPC determines, under the IA, that the Facility achieved Successful Witness Testing, and upon compliance with all material PPA and IA terms and conditions, GPC will grant COA to Generator within seven Business Days after the date of Successful Witness Testing. Generator must achieve Successful Witness Testing as soon as practicable after Initial Synchronization but by no later than 120 Days after the original date of Initial Synchronization. For the avoidance of doubt, any re-energization of the Facility after the original date of Initial Synchronization will have no effect on Generator's obligation to achieve Successful Witness Testing by no later than 120 Days after the original date of Initial Synchronization.

5.5 Effect of GPC Action. No GPC: (i) action (e.g., technical review or evaluation, Witness Testing, Facility assessment, allowing operation, consent to delegation to an operator, review of records) or inaction (e.g., failure to assess any portion of the Facility or to exercise its rights); or (ii) statement, representation, or failure to speak, express or implied, at any time during the Term: (a) is an endorsement of Facility design, fitness, construction, operation, or maintenance; (b) is a warranty of Facility safety, durability, or reliability; (c) makes GPC responsible for the Facility; (d) relieves Generator of its exclusive responsibility for Facility design, construction, operation, and maintenance; or (e) relieves Generator of exclusive liability for injury, death, or damage arising from the Facility or from Generator or operator action or inaction.

PART 6. FACILITY OPERATIONS

6.1 Facility Operation and Maintenance. Generator, at its expense, must supply, manage, control, operate, and maintain the Facility in compliance with this PPA, the IA, Prudent Industry Practices, and all applicable law. Generator must also maintain operation and maintenance records, which GPC may review upon reasonable request. Although GPC may review the records and the Facility, GPC has no responsibility, actual or implied, for Facility operation or maintenance under this PPA or otherwise.

6.2 Interconnection Limit. The Facility output must not exceed the Interconnection Limit at any time during the Term.

6.3 Annual Delivered Energy.

6.3.1. Maximum Energy Contract Amount. If the Annual Delivered Energy for an Annual Period exceeds the Maximum Energy Contract Amount for the Annual Period, GPC has the right to terminate this PPA under Section 9.1.5 (*Annual Delivered Energy*) unless, within 90 Days after the end of the Annual Period, Generator establishes, in GPC's reasonable judgment, that the exceedance was not due: (i) a modification of the Facility not authorized by GPC; or (ii) Generator's failure to properly manage the generation output of the Facility during the Annual Period in accordance with Prudent Industry Practices. GPC is entitled to inspect the Facility if the Annual Delivered Energy for an Annual Period exceeds the Maximum Energy Contract Amount for the Annual Period. For the avoidance of doubt, if Witness Testing is required under the IA as a result of the Annual Delivered Energy exceeding the Maximum Energy Contract Amount for any Annual Period, Generator is responsible for the cost of the Witness Testing.

6.3.2. Minimum Annual Delivery Percentage. For each Annual Period, the Annual Delivery Percentage must be at least 85%. If the Annual Delivery Percentage for any Annual Period is less than 85%, Generator must provide, within 10 Business Days of GPC's request, a detailed remediation plan: (i) identifying the cause(s) of the shortfall; and (ii) explaining the corrective actions Generator will take to achieve an Annual Delivery Percentage of at least 85%. Generator must also include in the remediation plan any additional information GPC requests. If for two consecutive Annual Periods the Annual Delivery Percentage is less than 85%, GPC has the right to terminate this PPA under Section 9.1.4 (*Annual Delivery Percentage*). For the avoidance of doubt, all corrective actions required to remedy the Annual Delivery Percentage will be taken at Generator's expense, including any Witness Testing required under the IA.

6.4 Decommissioning and Other Costs. Generator will be responsible for all costs associated with decommissioning or demolition of the Facility and any environmental or other liability associated with decommissioning or demolition of the Facility, regardless of the timing or cause of the Facility's decommissioning or demolition. For the avoidance of doubt, GPC will not have any responsibility for any costs or liability associated with the decommissioning or demolition of the Facility, regardless of the timing or cause of the decommissioning or demolition, and Generator must defend, indemnify, and hold GPC harmless for any costs or liability associated with the decommissioning or demolition of the Facility.

PART 7. SALE AND PURCHASE OF SOLAR OUTPUT; PERFORMANCE SECURITY; PAYMENTS

7.1 Sale and Purchase of Solar Output. Commencing on COA, subject to the terms and conditions of this PPA, Generator agrees to sell and deliver, and GPC agrees to purchase and receive, 100% of the Solar Output generated by and delivered from the Facility, including 100% of the Energy. The Contract Energy Price to be paid by GPC to Generator is set forth in Section 2 (*Facility Description*) of Exhibit A (*Project Information*). Table B in Section 3 (*Term; Contract Energy Price; Annual Energy Contract Amount*) of Exhibit A (*Project Information*) sets forth the Annual Energy Contract Amount. Generator is not entitled to any compensation for Solar Output before Generator obtaining COA, including for Energy produced during Facility testing and start-up. During the Term, Energy, Environmental Attributes, and Electrical Products must not be offered or committed for sale to any other Person.

7.1.1. Payment Terms Confidential. Generator acknowledges and agrees that all PPA price and payment information is Confidential Information, subject to Section 14.2 (*Confidentiality*).

7.2 Environmental Attributes Included in Solar Output.

7.2.1. Exclusive Rights to Environmental Attributes. Generator agrees that the sale of Solar Output includes all Environmental Attributes, however denominated. Generator will not be entitled to separate or additional compensation for Environmental Attributes. All Environmental Attributes associated with the Solar Output are the sole and exclusive property of GPC, which GPC will make use of for the benefit of its customers. GPC will have exclusive rights to all Environmental Attributes, which include, without limitation, the exclusive right to: (i) claim that Energy was generated from a renewable fuel source; (ii) report that it owns the Environmental Attributes to any Governmental Authority or other Person for compliance with any applicable law or other purpose; (iii) sell or otherwise transfer the Environmental Attributes to other entities; and (iv) claim the Environmental Attributes to customers or potential customers for purposes of marketing and advertising. Generator and its Affiliates must not issue any marketing materials or other statements regarding their respective operations and business activities that would: (a)

impact the economic value to GPC of the Environmental Attributes to be transferred under this PPA; (b) otherwise reduce GPC's claims to the Environmental Attributes; or (c) result in a claim on the Environmental Attributes. Despite the preceding sentences in this Section 7.2.1 (*Exclusive Rights to Environmental Attributes*), Generator acknowledges that the requirements of Section 14.2 (*Public Statements or Press Releases*) regarding public statements, press releases, and other publications further limit Generator's and its Affiliates' right to issue marketing materials and make statements concerning the Environmental Attributes.

7.2.2. Transfer of Environmental Attributes. All Environmental Attributes will be transferred to GPC at the POI. Generator must maintain and provide to GPC information as may be necessary to substantiate, account for, and track the quantity of Environmental Attributes, including RECs, associated with Energy. Generator must provide GPC with attestations regarding the accuracy of the information at GPC's reasonable request and in the form requested by GPC. Generator must complete and return the attestation by no later than 10 Business Days after the date of GPC's request. GPC will have the right to disclose Environmental Attributes information publicly or to any Person, without the prior consent of Generator, as reasonably required in connection with the operation of GPC's business, including disclosures: (i) to any entity or person that purchases the Environmental Attributes from GPC; (ii) to any governmental authority; (iii) to any auditors or any Person that certifies or sets standards with respect to Environmental Attributes; or (iv) as necessary for GPC to defend, verify, or substantiate its ownership of the Environmental Attributes under this PPA.

7.2.3. Cooperation with GPC Regarding Ownership of Environmental Attributes. Upon GPC's request, Generator agrees to cooperate with GPC to obtain compliance with any required documentation or reporting obligation under any federal or state renewable energy plan to certify the Facility or the Environmental Attributes. At the written request of GPC, Generator must use reasonable efforts to obtain verification, from a certification authority that is mutually agreed upon by the Parties, that the Environmental Attributes sold to GPC under this PPA are in compliance with the standards set by the certification authority.

7.2.4. No Ownership Responsibility. GPC's right to the Environmental Attributes under this PPA will in no way cause GPC to be deemed an owner or operator of the Facility or cause GPC to be responsible for the Facility's compliance with any applicable law.

7.2.5. No Sale or Transfer of Environmental Attributes to Third Parties Other than GPC. Generator must not sell or otherwise transfer any of the Environmental Attributes, including RECs, to any Person other than GPC.

7.2.6. No Use of Environmental Attributes to Satisfy Any Applicable Law. Generator must not use the Environmental Attributes, or the Energy generated with the Environmental Attributes, to satisfy or comply with any applicable legal requirement or any voluntary or involuntary renewable energy standard, including any renewable portfolio standard, or any other similar standard or requirement.

7.3 Performance Security. If Generator is not Creditworthy, Generator must maintain Performance Security and comply with the provisions of Exhibit B (*Performance Security*). If a Creditworthy Generator loses its Creditworthy status during the Term, Generator must deliver Performance Security to GPC in the amount required by Exhibit B (*Performance Security*) no later than five Business Days after the date the Generator loses its Creditworthiness. If Generator is not Creditworthy but subsequently seeks to assign the PPA to a Creditworthy Person, then: (i) the Person will not be required to provide Performance Security; and (ii) GPC will return Generator's Performance Security within five Business Days after the effective date of the assignment.

7.4 Payments; Dispute; GPC Account.

7.4.1. Monthly Energy Payment. After Generator obtains COA, GPC will pay Generator the Monthly Energy Payment for Monthly Delivered Energy (which includes all compensation for the Monthly Delivered Energy and the transfer of the Environmental Attributes and the Electrical Products associated with the Monthly Delivered Energy). Monthly Energy Payments are the full compensation owed to Generator for the Solar Output, including all compensation owed to Generator for all Electrical Products and all Environmental Attributes.

7.4.2. Dispute. Generator and GPC will have 12 months from the date the disputed monthly statement is issued to Generator to question or contest the correctness of any payment or credit. If no question or

contest is raised in writing from either Party to the other during the time period, the correctness of all the charges and credits will be conclusively presumed.

7.4.3. GPC Account. Generator must establish a GPC account for the Facility and provide a W-9 for purposes of identification, billing, and payment purposes within 60 Days after the Execution Date. In accordance with the Rules and Regulations, a fee may be imposed in establishing a new GPC account. Upon establishment of the GPC account, Generator will be enrolled in GPC's paperless billing process.

PART 8. REPRESENTATIONS, WARRANTIES, AND COVENANTS

8.1 Generator Representations, Warranties, and Covenants. Generator makes the following representations, warranties, and covenants:

8.1.1. Facility Ownership; Legal Power and Authority. Generator is the sole owner of the Facility and has the legal power and authority to: (i) own its own properties; (ii) carry on its own business as now being conducted; (iii) enter into this PPA and carry out the transactions contemplated by this PPA; and (iv) perform and carry out all covenants and obligations on its part to be performed under this PPA.

8.1.2. Organization. Generator is qualified to do business in and is in good standing with the officials of Georgia and all other governmental or regulatory authorities with jurisdiction, and, if not a Georgia (domestic) entity, Generator is also organized and in good standing under the laws of the jurisdiction of Generator's organization.

8.1.3. Understanding of Rights and Obligations; Authorized Representative. Generator understands its rights and obligations under this PPA, and this PPA is signed on Generator's behalf by an authorized representative.

8.1.4. Authorizations and Consent. Generator can legally enter into and perform its obligations under this PPA, and no third-party permit, consent, filing, or approval is required to make this PPA valid.

8.1.5. No Conflict or Breach. Generator represents that the execution and delivery of this PPA does not and will not conflict with or constitute a breach of or a default under any of the terms, conditions, or provisions of any other agreement or instrument to which Generator is a party.

8.1.6. No Proceedings. No legal action is in progress, pending, or, to the best of Generator's knowledge, threatened that could, individually or in the aggregate, have a material adverse effect on Generator's ability to perform its contractual obligations under this PPA or on its business or financial condition.

8.1.7. Representations, Warranties, and Covenants Throughout the Term. Generator represents, warrants, and covenants throughout the Term that:

(i) No Person has made any claim or statement to Generator, or, to the best of Generator's knowledge, any claim or statement to any other Person, in any form that anyone other than GPC, or any Person to whom GPC sells or transfers Environmental Attributes, owns or possesses any right, title, or interest in or to any of the Environmental Attributes.

(ii) Generator agrees to transfer, or cause to be transferred, to GPC, good and marketable title to all Environmental Attributes, free and clear of any liens, taxes, claims, security interests, and any other encumbrances.

(iii) The Energy and Environmental Attributes have not been used by Generator or any Person (other than GPC or any Person to whom GPC sells or transfers the Energy or Environmental Attributes) to satisfy or comply with any Legal Requirement or any voluntary or involuntary renewable energy requirement or standard, including any renewable portfolio standard, renewable energy standard, or any other similar standard or requirement.

(iv) No Environmental Attributes violate any applicable rule or requirement of any certification authority (whether with respect to voluntary or involuntary certification) pertaining to double counting.

8.1.8. Familiarity with RFP and Underlying Orders. Generator represents that it is familiar with the 2023 DG RFP as approved by the Commission in Docket Nos. 44160 and 44942 and the underlying orders related to the 2023 DG RFP, and Generator affirms that it does and will comply at all times with the terms and conditions of the 2023 DG RFP and related Commission orders.

8.1.9. VIE Certification. From the Execution Date through the end of the Term, Generator covenants that, from its perspective and due to any of Generator's actions, GPC will not be required by any applicable law or any accounting standard, including but not limited to those implemented or administered by the Financial Accounting Standards Board, to consolidate Generator or any of its Affiliates or permitted assigns as a VIE in GPC's or any of its Affiliates' financial statements. Generator covenants to promptly notify GPC following any determination made by Generator or its independent auditor that Generator constitutes a VIE for which GPC is the primary beneficiary and as a result of this PPA considered individually or together with any other power purchase agreements between Generator and GPC.

8.1.10. Site Control. Generator represents that it has Site Control as of the Execution Date and must maintain Site Control throughout the Term. Generator represents that Site Control, as of the Execution Date, is free and clear, and covenants that Site Control will remain free and clear throughout the Term, of any lien, right, contract, or other encumbrance that would prevent, limit, or otherwise impede or impair the construction, installation, commissioning, operation, maintenance, or repair of the Facility during the Term.

8.1.11. Adequacy of Site and Required Zoning. Generator represents that the Site is adequate for the Facility and is lawfully zoned for the Facility.

8.1.12. Project Information. Generator represents that the information in Section 1 (*Generator Information*) and Section 2 (*Facility Description*) of Exhibit A (*Project Information*) is true and correct.

PART 9. DEFAULT; REMEDIES

9.1 Events of Default. Any one or more of the following events will constitute an Event of Default by Generator and will give GPC the right to exercise the remedies specified in Section 9.2 (*Termination for Default; Termination Damages; No-Fault Termination*) unless excused in writing by GPC in GPC's sole discretion:

9.1.1. Failure to Achieve Mechanical Completion. Subject to Part 12 (*Force Majeure*), Generator fails to achieve Mechanical Completion of the Facility by the RMCD, but, if Generator is paying Delay Damages under Section 2.5 (*Failure to Achieve Mechanical Completion by the RMCD*), the failure will not become an Event of Default until the earlier of: (i) the date that Generator notifies GPC that Mechanical Completion will not be achieved; or (ii) 90 Days after the RMCD.

9.1.2. Failure to Submit the Initial Synchronization Request. Subject to Part 12 (*Force Majeure*), Generator fails to submit the Initial Synchronization Request to GPC by the Required Notice Date for Initial Synchronization, except that, if Generator is paying Delay Damages under Section 5.2 (*Failure to Submit the Initial Synchronization Request by the Required Notice Date for Initial Synchronization*), the failure will not be an Event of Default until the earlier of: (i) the date that Generator notifies GPC that Initial Synchronization will not be requested; or (ii) 60 Days after the Required Notice Date for Initial Synchronization.

9.1.3. Failure to Achieve Successful Witness Testing. Subject to Part 12 (*Force Majeure*), Generator fails to achieve Successful Witness Testing by the date that is 120 Days after the date of Initial Synchronization.

9.1.4. Annual Delivery Percentage. Subject to Section 6.3.2 (*Minimum Annual Delivery Percentage*), The Annual Delivery Percentage is less than 85% for two consecutive Annual Periods.

9.1.5. Annual Delivered Energy. Subject to Section 6.3.1 (*Maximum Energy Contract Amount*), the Annual Delivered Energy for an Annual Period exceeds the Maximum Energy Contract Amount for the Annual Period.

9.1.6. Interconnection Limit. The Facility output exceeded the Interconnection Limit.

9.1.7. Termination of IA after Generator Breach. The IA is terminated as a result of a Generator breach of the IA.

9.1.8. Unauthorized Sale of Energy. Generator makes any sale, transfer, or disposition of any Solar Output from the Facility to a third party.

9.1.9. Adjusting Meter without GPC's Consent. Generator or any of its Affiliates, or any of their employees, contractors, subcontractors, agents or representatives, willfully adjusts the meter or Interconnection Facilities without GPC's prior written consent and the adjustment has the effect of falsely increasing the amounts owed by GPC under this PPA.

9.1.10. Failure to Comply with PPA Assignment Requirements. Generator fails to comply with Section 13.2 (*PPA Assignment*) concerning an attempted assignment of this PPA.

9.1.11. Failure to Pay Amounts Due to GPC. Generator fails to pay GPC any undisputed amount payable by Generator to GPC under this PPA by the due date and Generator fails to cure the failure to pay within 10 Business Days after receipt of written demand from GPC.

9.1.12. Failure to Furnish Delay Damages Performance Security. Generator fails to furnish Eligible Collateral in accordance with Section 2.5 (*Failure to Achieve Mechanical Completion by the RMCD*) or Section 5.2 (*Failure to Submit the Initial Synchronization Request by the Required Notice Date for Initial Synchronization*).

9.1.13. Failure to Comply with Performance Security Requirements. Generator fails to comply with or cause compliance with the Performance Security requirements of Exhibit B (*Performance Security*), unless cured by the end of the next Business Day after receipt of a written notice from GPC of Generator's failure to comply with Exhibit B (*Performance Security*).

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

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

9.1.16. Incorrect Representation, Warranty, or Covenant. Any representation, warranty, or covenant made by Generator in Section 8.1 (*Generator Representations, Warranties, and Covenants*) proves to be incorrect in any material respect when made, unless Generator promptly commences and diligently pursues action to cause the representation, warranty, or covenant to become true in all material respects and does so within 30 Days after written notice of the incorrect representation, warranty, or covenant has been given to Generator by GPC (unless the cure is not capable of being effected within 30 Days, in which case Generator will have an additional 30 Days in which to perform the cure) and the cure removes any material adverse effect on GPC of the representation, warranty, or covenant having been incorrect. However, no Event of Default by Generator under Section 8.1 (*Generator Representations, Warranties, and Covenants*) will occur under this Section 9.1 (*Events of Default*) if Generator cooperates with GPC during the cure period and Generator takes commercially reasonable actions (without causing a material adverse effect on GPC) necessary to cause determination by GPC and its independent auditor that Generator does not constitute a VIE in GPC's or any of its Affiliates' financial statements for which GPC is the primary beneficiary as a result of this PPA. Furthermore, if GPC becomes a primary beneficiary by no fault of Generator and a cure cannot be carried out within the cure period, GPC may terminate this PPA.

9.1.17. Failure to Comply with Environmental Attributes Obligations. Generator fails to comply with any of the requirements of Section 7.2 (*Environmental Attributes Included in Solar Output*).

9.1.18. Failure to Comply with Other Material PPA Terms. Generator fails to comply with any other material term or condition of this PPA, other than those listed in Section 9.1.1 (*Failure to Achieve*

Mechanical Completion) through Section 9.1.17 (*Failure to Comply with Obligations Regarding Environmental Attributes*), which failure continues for 30 Days after written notice from GPC.

9.2 Termination for Default; Termination Damages; No-Fault Termination.

9.2.1. Termination for Default. Upon the occurrence and during the continuation of an Event of Default by Generator, GPC will be entitled to terminate this PPA and set a termination date by giving written notice to Generator.

9.2.2. Termination Damages. If GPC terminates this PPA under Section 9.2.1 (*Termination for Default*), GPC will be entitled to recover from Generator all amounts then owed by Generator to GPC under this PPA (including any unpaid Delay Damages, if applicable) and Termination Liquidated Damages in the amount corresponding to the termination date set forth in the Termination Liquidated Damages Table in Section 6 (*Termination Liquidated Damages Table*) of Exhibit A (*Project Information*). For the avoidance of doubt, if GPC terminates this PPA in accordance with Section 9.2.1 (*Termination for Default*) for an Event of Default by Generator under Section 9.1.1 (*Failure to Achieve Mechanical Completion*) or Section 9.1.2 (*Failure to Submit Initial Synchronization Request*), then Generator will owe GPC Termination Liquidated Damages under this Section 9.2.2 (*Termination Damages*) in addition to Delay Damages that accrue under Section 2.5 (*Failure to Achieve Mechanical Completion by the RMCD*) and Section 5.2 (*Failure to Submit the Initial Synchronization Request by the Required Notice Date for Initial Synchronization*), as applicable, before termination. Termination Liquidated Damages represent GPC's remedy only for early PPA termination and have no effect on the damages GPC is entitled to recover under the IA.

9.2.3. Obligations After Mutual Agreement to Terminate IA. If the Parties mutually agree to terminate the IA, the PPA will terminate. Upon PPA termination under this Section 9.2.3 (*Obligations Following Mutual Agreement to Terminate IA*, the Parties will have no further liability or obligation to each other under this PPA except as provided in Section 14.13 (*Survival of Rights*).

9.3 Limitation of Remedies, Liability, and Damages. Each Party confirms that the express remedies and measures of damages provided in this PPA satisfy the essential purpose of this PPA regarding breach of any PPA provision for which an express remedy or measure of damage is provided, and in that event the express remedy or measure of damages will be the sole and exclusive remedy of a Party for breach(es) of the PPA. Despite any other provision in this PPA, neither Party will be liable for consequential, incidental, punitive, exemplary, or indirect damages, lost profits, or other business interruption damages, whether direct, indirect, or foreseeable, by statute, in tort, or contract, under any indemnity provision, or otherwise, except that the preceding limitation will not apply: (i) in the case of amounts owed to third parties for which indemnification is provided under this PPA; (ii) to limit the liability of Generator for liquidated damages specified in this PPA; or (iii) to limit the liability of a Person whose actions giving rise to the liability constitute gross negligence or willful misconduct. Each Party acknowledges that the lost value of any investment tax credit or any other similar tax credit (whether or not mentioned in this PPA) or benefit will be considered consequential damages. To the extent the damages under this PPA are liquidated, each Party acknowledges that the actual damages are difficult or impossible to determine, otherwise obtaining an adequate remedy is inconvenient, and the liquidated damages do not constitute a penalty and are a reasonable approximation of the harm or loss.

9.4 Dispute Resolution. Either Party ("**Disputing Party**") may give notice to the other Party ("**Responding Party**") that Responding Party is not performing in accordance with the terms and conditions of this PPA ("**Notice of Dispute**"). In the Notice of Dispute, the Disputing Party must describe with specificity the basis for its belief and may propose a resolution. Within 15 Business Days after receiving the Notice of Dispute, Responding Party must provide a written response, which must describe with specificity the basis for Responding Party's position and which may include additional issues (if any) regarding the subject dispute and which also may propose a resolution ("**Dispute Response**"). Within five Business Days after Responding Party's submission of the Dispute Response, each Party must submit to its designated senior representative the dispute for resolution. If the designated senior representatives are unable to resolve the dispute to the Parties' mutual satisfaction within 20 Business Days after submission to the designated senior representatives, or another period as the Parties may agree upon, either Party may pursue any rights or remedies available under applicable law or in equity, subject to the terms and conditions of this PPA.

PART 10. INDEMNIFICATION

10.1 Scope of Indemnity. Generator must indemnify, hold harmless, and defend each Indemnified Party against all claims, liability, fines, costs, or expenses (on an after-tax basis) imposed by governmental authorities or arising from loss, damage, or injury to the person or property of third parties in any manner directly or indirectly related to: (i) the development, construction, use, ownership, or operation of the Facility; (ii) acts or omissions of Generator or its Affiliates or representatives in connection with the performance of, or failure to perform, Generator's obligations or representations, warranties, or covenants under this PPA; (iii) a representation or warranty of Generator (or its Affiliate) being false or misleading in any material respect when made or when deemed made or repeated; (iv) activities (including prior uses of third parties) on Generator's side of the POI; or (v) any negligence or willful misconduct of Generator or of its Affiliates or representatives, except to extent the loss, damage, or injury is the result of the negligence or willful misconduct of an Indemnified Party.

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

PART 11. RISK AND CLAIMS

11.1 Insurance Required of Generator. Throughout the Term, Generator must acquire and maintain, at its sole cost and expense, the types and amounts of insurance coverage as are consistent with Prudent Industry Practices, but in no event less than the types and amounts described in this Part 11 (*Risk and Claims*). The required coverages may be met through any combination of primary insurance and following form excess or umbrella insurance, so long as the combined limits meet PPA requirements:

11.1.1. Commercial General Liability. Commercial General Liability insurance in an "occurrence" form with bodily injury and property damage combined liability limits of not less than $5,000,000 per occurrence, including broad form contractual liability and a separation of insureds provision, but: (i) Generator may use any combination of primary or excess policies to satisfy the overall limit requirements; and (ii) if Generator uses a "claims-made" policy, it must maintain continuous coverage in effect for at least five years beyond termination of this PPA, through continuous renewal of the original policy or by purchasing extended discovery period or retroactive insurance dated back to the Execution Date.

11.1.2. Workers' Compensation. Workers' compensation insurance in accordance with statutory requirements, including employer's liability insurance, with limits not less than $500,000 per occurrence and endorsement providing insurance for obligations under the U.S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act, where applicable.

11.1.3. Business Auto Liability. Automobile liability insurance including owned, non-owned, and hired automobiles with combined bodily injury and property damage limits of at least $1,000,000.

11.1.4. Pollution Liability. Coverage for bodily injury, property damage, including clean-up costs and defense costs resulting from sudden, accidental, or gradual pollution conditions, including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hydrocarbons, liquids or gases, waste materials, or other irritants, contaminants, or pollutants into or upon land, the atmosphere, or any water course or body of water shall be maintained, with limits not less than $1,000,000 per occurrence or claim, except that, if Generator uses a "claims-made" policy, the policy must maintain continuous coverage in effect for at least five years beyond termination of this PPA through continuous renewal of the original policy or by purchasing extended discovery period retroactive insurance dated back to the Execution Date.

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

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

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

11.4 Proof of Insurance. Before the Execution Date and annually after the Execution Date, Generator must provide to GPC a certificate of insurance certifying Generator's coverage under insurance policy(ies) issued by insurance company(ies) holding a Best rating of at least A- VII and authorized to do business in the state where the Facility is located. Receipt or acceptance by GPC, with or without objection, of a certificate of insurance that does not comply with this Part 11 (*Risk and Claims*) does not operate as a waiver by GPC of Generator's obligations under the requirements of this Part 11 (*Risk and Claims*).

11.5 Payment of Premiums. Generator must pay all premiums and other charges due on each insurance policy and must keep all coverage in force throughout the Term.

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

PART 12. FORCE MAJEURE

12.1 Notice of FME. A Party claiming impact by an FME must provide written notice to the other Party as early as commercially practicable, but in no event later than 10 Business Days after the initial occurrence of the FME. In the written notice, the affected Party must describe the nature and, if known, cause of the FME, the estimated duration of the FME, the anticipated effect of the FME on the ability of the Party to perform its obligations or satisfy any condition under this PPA (including, if occurring after COA and Generator is the affected Party, information reasonably required to determine the amount of Force Majeure Energy), and any actions that have or will be taken to avoid or minimize the effect of the FME. The affected Party must deliver to the other Party regular updated reports and any additional documentation and analysis supporting its claim regarding an ongoing FME. When the affected Party can resume performance of its obligations under this PPA, the affected Party must promptly provide written notice to the other Party and promptly resume the performance. If determined by GPC to be necessary, Generator must also provide a written certification from a Professional Engineer reasonably acceptable to GPC that the FME was cured. Despite the preceding sentences, if the affected Party fails to provide initial written notice within the 10 Business Days or, after the affected Party's initial notice, the affected Party fails to provide reasonable reports and substantiation of the claimed FME as required by this Part 12 (*Force Majeure*), the event or condition will be deemed not to be an FME and the affected Party's performance will not be excused as a result of an FME.

12.2 Duty to Mitigate. A Party claiming impact by a FME must: (i) continue to perform its obligations under this PPA to the extent not affected by the FME; (ii) use reasonable efforts to mitigate the effect of the FME as soon as reasonably practicable; and (iii) remedy its inability to perform as soon as reasonably practicable, but this Section 12.2 (*Duty to Mitigate*) will not require the settlement of any non-site specific strike, walkout, lockout, or other general labor dispute on terms which, in the sole judgment of the affected Party, are contrary to its interest.

12.3 Excused Performance; Substantiation; Extension of RMCD. If an FME occurs, subject to compliance with all Sections of this Part 12 (*Force Majeure*), the affected Party will be excused from performance of its obligations impacted by the FME, other than payment obligations that accrued before the declaration of the FME, and will not be construed to be in default in respect of the obligations to the extent that, and for so long as, failure to perform is due to an FME. However, the suspension of performance due to an FME will be of no greater scope and of no longer duration than is required by the FME. Despite any other provision in this PPA, no FME will extend this PPA beyond the Term.

12.3.1. Burden of Proof and Supporting Documentation. The burden of proof regarding whether an FME occurred and the impact of an FME will be upon the affected Party. If the affected Party requests that its performance be excused because of an FME, then the affected Party must support its request with documentation demonstrating: (i) the existence of an FME; (ii) efforts by the affected Party to overcome or mitigate the effect of the FME; and (iii) after the conclusion of the FME, an analysis of the number of Days the FME delayed or otherwise prevented the performance of the affected Party's obligations or satisfaction of any PPA condition and, if the FME occurred after COA, the proposed methodology for calculating Force Majeure Energy. The affected Party must provide required documentation by no later than five Business Days after the date the FME concludes.

12.3.2. Extension of RMCD. If an FME directly impacts the critical path of the activities shown on Generator's Milestone Schedule in a manner that prevents Generator from achieving Mechanical Completion by the RMCD, then GPC will extend the RMCD by the number of Days the RMCD was or will be delayed because of the critical path delay, so long as, as a condition to any extension of the RMCD, Generator complied with all applicable conditions of this Part 12 (*Force Majeure*), including Generator undertaking all commercially reasonable efforts to avoid, overcome, or otherwise mitigate the delay by revising, rearranging, expediting, and accelerating the Milestone Schedule.

12.4 Extended FME.

12.4.1. Notice and Remedy Plan for Extended FME. If the affected Party has reason to believe that a suspension of performance due to an FME will continue for a period of six months or longer after the initial suspension of performance resulting from the FME ("**Extended FME**"), the affected Party must notify the other Party promptly and submit an FME Remedy Plan to the other Party within 30 Days after the affected Party's initial notice to the other Party. In addition, if the other Party has reason to believe that an FME will be an Extended FME, the other Party may request that the affected Party submit an FME Remedy Plan, which the affected Party must submit to the requesting Party within 30 Days of the request. An FME Remedy Plan must set forth a plan and schedule for mitigation and other remedial measures (including necessary repairs, improvements, and changes to operations, as applicable) to cure the effects of the FME to enable the affected Party to resume full performance of the suspended obligations under this PPA as soon as reasonably practicable.

12.4.2. Monthly Status Reports and Updates to FME Remedy Plan. While an FME Remedy Plan is in effect, the affected Party must provide monthly status reports to the other Party regarding the implementation of the FME Remedy Plan, any other measures to remedy the FME, any changes to the FME Remedy Plan, and the expected remaining duration of the suspended performance and must provide any additional relevant information as may be reasonably requested by the other Party. The affected Party must modify the FME Remedy Plan if and as needed to achieve the objective of resuming full performance of the suspended obligations under this PPA as soon as reasonably practicable.

12.4.3. Early Termination Resulting from an Extended FME. If Generator remains unable to perform its PPA obligations for more than six months after the initial suspension of performance due to the FME, GPC may terminate this PPA effective upon 10 Days' prior written notice to Generator.

12.4.4. Liability Following Termination. Upon any termination of this PPA as provided in Section 12.4.3 (*Early Termination Resulting from an Extended FME*), the Parties shall have no further liability or obligation to each other except for any obligation arising before the date of the termination or as provided in Section 14.13 (*Survival of Rights*).

PART 13. PPA AMENDMENT; ASSIGNMENT; GENERATOR NAME CHANGE; CHANGE OF CONTROL

13.1 Amendments. This PPA may be amended only by a written instrument duly executed by both Parties, each of which has received, if applicable, all approvals of governmental authorities of competent jurisdiction necessary for the effectiveness of this PPA. In recognition of GPC's administrative burden resulting from multiple

amendments requested by Generator, and subject to Section 13.2.3 (*Reimbursement of GPC's Costs*), Generator agrees that each amendment requested by Generator after the first amendment will be subject to the payment by Generator to GPC of a fee of $2,500, which Generator must pay to GPC before GPC's execution of the amendment.

13.2 PPA Assignment. Except as expressly provided in Section 13.4 (*Financing Assignment*), Generator must not assign this PPA or its rights or obligations, in whole or in part, to any person or entity except with GPC's prior written consent, and the proposed assignee (proposed new Generator) must: (i) agree to assume Generator's PPA obligations; (ii) deliver, on GPC's reasonable request, assurance of its creditworthiness and its ability to perform all PPA obligations; and (iii) cooperate to comply with any applicable law. In addition, Generator and the proposed assignee must comply with Section 13.2.1 *(Request for Consent*) through Section 13.2.5 (*New Account with GPC*) of this Section 13.2 (*PPA Assignment*) as conditions precedent to the effectiveness of any PPA assignment. If Generator or the proposed assignee fails to comply with any of this Section 13.2 (*PPA Assignment*), the attempted assignment of this PPA will be void (except for a collateral assignment under Section 13.4 (*Financing Assignment*)). Any assignment of this PPA authorized under this Section 13.2 (*PPA Assignment*) will constitute, as of the effective date of the assignment, an acceptance and assumption by the assignee (new Generator) of all Generator PPA obligations and a release and discharge by GPC of the assignor from the obligations arising after the effective date of the assignment.

13.2.1. Request for Consent. Generator must: (i) request GPC's consent to the assignment by executing and submitting to GPC a request for consent (the form of which will be available upon request from GPC within five Business Days of receipt of written request) at least 20 Business Days before the anticipated effective date of the requested assignment; and (ii) receive GPC's consent to the requested assignment, as evidenced by GPC's execution of the written consent.

13.2.2. Continued Maintenance of Performance Security. It is also a condition precedent of any assignment of this PPA authorized under this Section 13.2 (*PPA Assignment*) that the assignee (new Generator) maintains Performance Security under Exhibit B (*Performance Security*) as of the effective date of the assignment.

13.2.3. Reimbursement of GPC's Costs. As consideration for GPC's administrative burden resulting from multiple assignments of this PPA, each assignment of this PPA authorized under this Section 13.2 (*PPA Assignment*), after the first authorized assignment, will be subject to the payment by Generator to GPC of a fee of $5,000, the payment of which will be a condition to the effectiveness of the assignment of this PPA. For the avoidance of doubt, if the PPA Assignment also requires a PPA amendment, Generator is not charged under Section 13.1 (*Amendments*), and the cost for the PPA amendment that is included in a PPA assignment is $5,000. GPC will lower the fee charged for an assignment if Generator's request meets the requirements of Section 13.6 (*Multiple Requests for Assignment or Change of Control*).

13.2.4. Execution and Submission of Notice of Assignment Form. If GPC executes the written consent to assign the PPA, the assignee (new Generator) must execute and submit to GPC the notice of assignment (a form of which will be provided in conjunction with GPC's provision of written consent to the assignment), no later than five Business Days after the effective date of the assignment.

13.2.5. New Account with GPC. Within five Business Days after the effective date of an assignment of this PPA authorized under this Section 13.2 (*PPA Assignment*), the assignee (new Generator) must set up a new GPC account for the Facility and provide a W-9 for purposes of billing and payment. Upon establishment of the new GPC account, the assignee (new Generator) will be enrolled in GPC's paperless billing process.

13.3 Generator Name Change. Generator must provide GPC with 30 Days' prior written notice (the form of which will be available upon request from GPC within five Business Days of receipt of written request) of any Generator name change. Generator must promptly execute an amendment of this PPA under Section 13.1 (*Amendments*) to address the name change.

13.3.1. Required Information. Within five Business Days after any name change, Generator must: (i) provide an updated W-9 to GPC; (ii) provide proof of a name change with the Georgia Secretary of State's office; and (iii) update its GPC account with the name change and any other related changes in account information.

13.3.2. Updated Eligible Collateral. Generator must update the Eligible Collateral held for Performance Security to reflect the name change, if and as necessary. Generator must provide proof of the necessary updates within five Business Days after the name change.

13.4 Financing Assignment. Despite the requirements of Section 13.2 (*PPA Assignment*), Generator may assign this PPA, without the prior consent of GPC, to a financing entity for collateral purposes in connection with any financing or refinancing of the Facility, but the collateral assignment will not release or discharge Generator from any of its obligations or liabilities under this PPA and will not place any limitation on or otherwise affect GPC's rights and remedies under this PPA or expand the liabilities, risks or obligations imposed on GPC under this PPA.

13.5 Change of Control. Generator, without GPC's consent, may enter into a Change of Control transaction so long as: (i) Generator provides written notice to GPC in advance; and (ii) the transaction does not: (a) limit GPC's rights under this PPA; (b) expand the liability, risks, or obligations imposed on GPC under this PPA; (c) release or discharge Generator from any PPA obligation or liability; or (d) require substitution or amendment of payment security, insurance, W-9, customer account number, or billing address. A Change of Control transaction that requires substitution or amendment of payment security, insurance, W-9, customer account number, or billing address will be documented and treated as if it were an Assignment and Section 13.2 (*PPA Assignment*) will apply. GPC may lower the fee charged for a Change of Control transaction if Generator's request meets the requirements of Section 13.6 (*Multiple Requests for Assignment or Change of Control*).

13.6 Multiple Requests for Assignment or Change of Control. Despite the preceding provisions in this Part 13 (*PPA Amendment; Assignment; Generator Name Change; Change of Control*), if Generator submits, at the same time, multiple requests for GPC's consent to assignment or Change of Control transactions under multiple PPAs awarded under the 2023 DG RFP, GPC will reduce the $5,000 fee charged under each PPA by applying the following tiered discounts:

Table 13.1. Discount for Multiple Consent Requests

Number of PPAs	Discount
3 – 5	25%
5-10	30%
11+	35%

PART 14. MISCELLANEOUS

14.1 Commission Approval and Modification.

14.1.1. GPC's Request for Commission Approval of the PPA. GPC will request certification of this PPA from the Commission as soon as practicable after GPC's execution of this PPA and receipt of Generator's Eligible Collateral in accordance with Exhibit B (*Performance Security*). If the Commission fails to certify this PPA or certifies this PPA with modifications or conditions that adversely affect GPC, GPC will have the right to terminate this PPA upon written notice to Generator, so long as the notice is delivered to Generator no later than 15 Days after the date of the applicable order of the Commission. If the Commission issues an order approving this PPA with any modification or conditions, as applicable, the PPA will not be amended to include the modification or condition unless Generator executes a written amendment agreeing to the modification or condition. Upon termination of this PPA under this Section 14.1.1 (*GPC's Request for Commission Approval of the PPA*), GPC will promptly return any unused portion of the Performance Security to Generator and, after GPC's return of the unused portion of the Performance Security, neither Party will have any further obligation to the other Party under this PPA.

14.1.2. Incorporation by Reference of 2023 DG RFP. Terms and conditions of the 2023 DG RFP as approved by the Commission are incorporated by reference in this PPA. If the Commission modifies or eliminates the 2023 DG RFP, the Parties agree to request that the Commission determine the contractual obligations of the Parties relative to this PPA for the remainder of the Term.

14.2 Confidentiality.

14.2.1. Non-Disclosure. Each Party acknowledges that portions of this PPA contain Confidential Information and this PPA may require the Parties to disclose additional Confidential Information to one another. Each Party agrees that it will not, without the written consent of the other Party or as otherwise

provided in this PPA, disclose a Disclosing Party's Confidential Information to any third party, except that Receiving Party may disclose Confidential Information: (i) to its Affiliates, consultants, agents, and advisors who (a) need to know the information in connection with Receiving Party's performance of its PPA obligations; and (b) are subject to a contractual obligation to maintain confidentiality of Confidential Information; and (ii) to the extent required by applicable law.

14.2.2. Designation of Confidential Information. Confidential Information not designated by this PPA as Confidential Information must be designated in writing as confidential by the Disclosing Party to the Receiving Party contemporaneously with the supply of the information to the Receiving Party. The Parties designate the following information as Confidential Information: (i) PPA pricing and payment information; (ii) non-public Electric System information; and (iii) GPC technical requirements.

14.2.3. Disclosure of Confidential Information to the Commission. Each Party agrees to request from the Commission confidential treatment of the Confidential Information in this PPA in accordance with the Commission's rules regarding trade secrets, but Generator understands and acknowledges that certain PPA terms, conditions, or provisions may need to be disclosed in connection with GPC's regulatory obligations before the Commission. No assurance or commitment is made regarding GPC's ability to obtain confidential treatment from the Commission.

14.2.4. Survival of Confidentiality Obligations. Despite any other provision in this PPA, the terms of this Section 14.2 (*Confidentiality*) will survive for a period of two years after PPA termination or expiration, except that, to the extent any Confidential Information constitutes a trade secret under applicable law, Receiving Party's obligations under this Section 14.2 (*Confidentiality*) will apply for the life of such trade secret.

14.2.5. Public Statements or Press Releases. Generator and its Affiliates must not issue any public statement, press release, internet, website, or social media posting, or other publication concerning: (i) the Facility with respect to this PPA; or (ii) Generator's relationship with GPC without the communication first being reviewed and agreed upon by the Parties before release to the public. In addition, Generator is responsible for ensuring that its contractors, Affiliates, and contractual counterparties, and each of their respective employees, contractors, and agents, fully comply with this Section 14.2.5 (*Public Statements or Press Release*).

14.3 Photographs. Within five Business Days after GPC's request, Generator must provide GPC with photographs of the Facility or Site, which may be used by GPC for verification of Generator's compliance with this PPA. Generator grants to GPC and its agents, affiliates, successors, and assigns an irrevocable, worldwide, royalty-free, and unrestricted right and license to use, duplicate, modify, sublicense, distribute, display, and otherwise engage the photographs and related intellectual property, including the creation of derivative works. Generator represents and warrants that it has the exclusive right to grant the license to GPC for the purposes stated in this PPA.

14.4 Contract Interpretation. Each exhibit, attachment, appendix, schedule, regulatory requirement, policy, procedure, standard, or other document attached to or referenced in this PPA (expressly including the *Schedule of Defined Terms*) is incorporated into, and is integral to, this PPA as if included in the main body. In this PPA and in all attached or incorporated documents: (i) whenever the term "**include**," "**including**," or "**e.g.**" is used in connection with a listing of items included within or an example of the prior reference, the listing will be interpreted to be illustrative only, and will not be interpreted as a limitation on or exclusive listing of the items included in the prior reference; and (ii) "**or**" means either or all (i.e., "A or B" means "A or B or both A and B").

Unless otherwise specified, a reference to a given agreement or document, and all the schedules, exhibits, appendices, and attachments to the agreement or document, will be a reference to that agreement or document as modified, amended, supplemented, or restated, and in effect from time to time. Whenever the term "**consent**" or "**approval**" is used, the consent or approval will not be unreasonably withheld, conditioned, or delayed by the consenting or approving Party, unless this PPA provides that the consent or approval is in the sole discretion of the consenting Party. If the Party has provided email contact information, "**written**" or "**in writing**" includes email communication, absent express statement otherwise.

Reference to: (i) a Party or Person includes any allowed successor or assign; (ii) a regulatory authority includes an authority succeeding to the same function; and (iii) an applicable law is to the law as modified or amended and then effective. Reference to a PPA part by caption (e.g., *Facility Operations*) or number (e.g., Part 6 (*Facility Operations*)) includes all separate sections (e.g., Section 6.3 (*Annual Delivered Energy*) and clauses (*e.g.*, 6.3.1

(*Maximum Energy Contract Amount*)) within that part and reference to a section by caption or number includes all separate clauses within that section.

A defined term may be singular or plural, as the context requires, and, absent an express statement otherwise, each defined term has the same meaning in all PPA documents. Captions are for convenience only and do not affect PPA interpretation. GPC will calculate all dollar per kW references in this PPA based on the Facility Size (AC), except when Exhibit A (*Project Information*) states an Interconnection Limit. If Exhibit A (*Project Information*) states an Interconnection Limit, then GPC will calculate all dollar per kW references based on Interconnection Limit.

14.5 Governing Law and Interpretation. Georgia law governs all matters, including torts, arising under or relating to execution, validity, interpretation, performance, or enforcement of this PPA, without regard to choice of law principles. The Parties will resolve any PPA claim or dispute in a state or federal court sitting in Georgia. Both Parties consent to exclusive jurisdiction and venue in these courts and, to the fullest extent allowed by applicable law, waive any objection to this jurisdiction or venue. This PPA does not create a contractual relationship with any third party or give rise to liability to, or a cause of action by, any third party. No GPC Affiliate is liable for GPC's performance or nonperformance under this PPA. Both Parties were actively involved in negotiating this PPA; no rule allowing construction in favor of, or against, a Party according to authorship will apply. Time is of the essence in this PPA.

14.6 Entire Agreement. This PPA and the 2023 DG RFP contain the entire understanding between the Parties and replace any previous or contemporaneous oral or written discussion, representation, promise, arrangement, understanding, or agreement relating to the purchase and sale of Solar Output from the Facility. The Parties entered this PPA in reliance on the representations and mutual undertakings contained in this PPA and not in reliance upon any oral or written representations or information provided by one Party to the other Party not contained or incorporated in this PPA.

14.7 No Waiver. A Party's failure to enforce a PPA provision does not constitute a waiver of that, or any other, provision. Waiver or a right or remedy in one instance is not a waiver of that, or any other, right or remedy in the future. Acquiescence to or acceptance of late performance, with or without reservation, does not waive a future right to require timely performance. Further, payment of a cost or invoice by either Party does not waive an IA right or Claim, unless expressly waived in writing and signed by that Party's authorized representative.

14.8 Compliance with Law and Prudent Industry Practices. Generator agrees that from the Execution Date and throughout the Term, Generator must comply with Prudent Industry Practices and all applicable law, including without limitation O.C.G.A. §§ 46-3-1 et seq.

14.9 PURPA. Generator agrees that the Facility is considered a Qualifying Facility. Any sales by Generator to GPC under this PPA will be deemed to be in accordance with the obligations of GPC and the Commission under PURPA and the Commission's related orders. If the Facility is sized greater than 1 MW, Generator is responsible for ensuring with FERC that the Facility is certified and in good standing as a QF before COA and throughout the Term.

14.10 Counterparts. This PPA may be executed in two counterparts and by electronic transmission of signatures in portable document format (PDF) or other electronic format, each of which will be deemed an original but all of which together will constitute one and the same instrument.

14.11 Notices. Section 5 (*Notice*) of Exhibit A (*Project Information*) lists each Party's point-of-contact for PPA notices and correspondence. Each Party will provide notice to the other as provided in Section 5 (*Notice*) of Exhibit A (*Project Information*). Notice under this Section 5 (*Notice*) of Exhibit A (*Project Information*) must include the GPC project identification number referenced in this PPA's title and the Facility name and must be by: (i) personal delivery (effective that date); (ii) if the Party has provided an email address for official notice purposes, email delivery (effective that date if sent by 5:00 p.m. (recipient's time); otherwise, the next Business Day); (iii) prepaid nationally- or internationally- recognized commercial overnight courier (receipt requested; effective the next Business Day); or (iv) registered or certified U.S. mail, with proper postage (effective after the fourth Business Day).

14.12 Further Assurances. Generator agrees to use diligent efforts to promptly execute any other agreements (including amendments to this PPA) as may be requested by GPC in connection with the purposes of this PPA.

14.13 Survival of Rights. PPA provisions that by their nature or context should apply beyond PPA expiration, suspension, cancelation, completion, or termination, or after transfer, assignment, novation, merger, or other entity change, will survive per applicable law or PPA terms, including all provisions of this PPA that must survive in order

to give effect to the rights and obligations of the Parties. Expiration or termination of this PPA will not relieve either Party of its liabilities or obligations that accrue before or at termination, and those liabilities and obligations will survive PPA termination.

14.14 Transfer of Information Acknowledgement. Upon request by GPC, Generator must complete the Transfer of Information Acknowledgment found in Exhibit D (*Transfer of Information Acknowledgement*), which provides for Generator's acknowledgment of the treatment of its information voluntarily provided to GPC and its Affiliate solely for the purposes of operational implementation and administration of the PPA.

Each Party agrees to all terms and conditions of this PPA as of the Execution Date (the date on which GPC signs, as shown below). The Parties may exchange counterparts of this PPA as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email. An electronic or scanned signature is an original signature for all purposes.

Georgia Power Company	**#GeneratorLegalName#**
By: _____	By: _____
#Name	#GeneratorSignatureName
#Title	#GeneratorSignatureTitle
Date: _____	Date: _____

EXHIBIT A – PROJECT INFORMATION

Section 1: Generator Information

Complete Generator Legal Name:

Business Form (i.e., corporation, LLC, etc.):

State of Incorporation/Formation:

Section 2: Facility Description (PPA Section 3.1 (*Description of Facility*))

Facility's Service Address:	#Street Address#
	#City, State, Zip Code
Facility Size:	#____# kW at unity power factor
Solar Photovoltaic Panels:	#Fixed Tilt / Tracking#
Inverters:	#3Ø / 1Ø# Phase
Interconnection Limit:	#___# kW (AC)
Power Factor:	#unity# ***OR*** #LessThan100#% reactive power #absorbing ***OR*** injecting#

Section 3: Term; Contract Energy Price; Annual Energy Contract Amount

Term (PPA Section 2.1 (*Term*)): #15 / 20 / 25 / 30 / 35# Annual Periods

Contract Energy Price (CEP) (PPA Section 7.1 (*Sale and Purchase of Solar Output*); Exhibit B (*Performance Security*)):

TABLE A

Contract Energy Price	
Annual Period	**(¢/kWh)**
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
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31	
32	
33	
34	
35	

Annual Energy Contract Amount (AECA) (PPA Section 7.1 (*Sale and Purchase of Solar Output*)):

TABLE B

Annual Energy Contract Amount	
Annual Period	**(kWh)**
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
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34	
35	

Section 4: RMCD (PPA Section 2.4 (*Mechanical Completion*))

Required Mechanical Completion Date (RMCD): The date that is #_____ Days after the Certification Date

Section 5: Notice (PPA Section 14.11 (*Notices*))

Notice to GPC:

Georgia Power Company
Attn: Renewable Development
Bin 10196
241 Ralph McGill Blvd., N.E.
Atlanta, GA 30308
G2GPCERG@southernco.com (**Note:** if providing notice by electronic mail include the following subject line with the Project I.D.: "**Notice for 2023 DG RFP Project GPC-XXXXX**")

With Copy to:

Georgia Power Company Legal Dept.
Attn: Commercial & Transactions
Bin 10180
241 Ralph McGill Blvd., N.E.
Atlanta, GA 30308

Notice to Generator:

#CompanyName
Attn: #IndividualName
#Title
#StreetAddress
#City, #State #ZipCode
Email

Section 6: Termination Liquidated Damages Table (PPA Section 9.2.2 (*Termination Damages*))

Table C - Termination Liquidated Damages					
Term (Annual Periods)	**15**	**20**	**25**	**30**	**35**
Amount ($/kW) Throughout Term	100	105	110	125	145

EXHIBIT B – PERFORMANCE SECURITY

Generator:

☐ is Creditworthy. This Exhibit B (*Performance Security*) does not apply to Generator and Generator does not need to post Performance Security.

☐ is not Creditworthy. Generator must comply with the terms, conditions, and post Eligible Collateral in the amounts specified in this Exhibit B (*Performance Security*).

In accordance with PPA Section 7.3 (*Performance Security*), a Generator that is not Creditworthy must deliver to GPC Performance Security. GPC will determine whether Generator is Creditworthy and will reflect its determination by checking the applicable box above.

1. **Performance Security Amount and Timing.** The required Performance Security amounts are calculated by multiplying Facility size (kW), or, if applicable, Interconnection Limit, by the applicable rate in the Performance Security Table. The applicable rate is the rate ($/kW) that corresponds to the Term length and the relevant time period (e.g., before or after the Initial Synchronization Request date).

   A. **Initial Performance Security.** By no later than five Business Days after the Execution Date, Generator must post Eligible Collateral in the Performance Security amount required by the first $/kW row of the Performance Security Table below. Generator must maintain Performance Security required by this Section 1.A (*Initial Performance Security*) until initial Performance Security is increased or replaced under Section 1.B (*Increased Performance Security*).

   B. **Increased Performance Security.** After the Initial Synchronization Request date, Generator must maintain Eligible Collateral in the Performance Security amount required by the second $/kW row of the Performance Security Table. By no later than the Initial Synchronization Request date, Generator must either (i) increase its Eligible Collateral value to the Performance Security amount; or (ii) provide replacement Eligible Collateral in a value equal to the Performance Security amount.

2. **Pre-Approval of Eligible Collateral.** By no later than the date Generator returns the partially executed PPA and IA to GPC, Generator must: (i) notify GPC of the Eligible Collateral form Generator intends to provide to meet its initial Performance Security obligation; and (ii) provide a draft Letter of Credit or Generator Guaranty to GPC for review and approval if Generator intends to post a Letter of Credit or Generator Guaranty as Eligible Collateral. By no later than three weeks before the Initial Synchronization Request, Generator must: (a) notify GPC of Generator's election under Section 1.B to either increase its Eligible Collateral value or replace its Eligible Collateral; and (b) provide a draft Letter of Credit or Generator Guaranty if Generator intends to amend or replace Eligible Collateral in the form of a Letter of Credit or Generator Guaranty.

3. **Impact of Delay Damages.** If Generator posted Performance Security and subsequently accrues Delay Damages under PPA Section 5.2 (*Failure to Submit the Initial Synchronization Request by the Required Notice Date for Initial Synchronization*), GPC may draw upon Performance Security for the Delay Damages due, and Generator must replenish or replace the Performance Security by no later than three Business Days after GPC's notice of its draw upon the Performance Security.

4. **Impact of Unused Delay Damages Performance Security**. This Section 4 (*Impact of Unused Delay Damages Performance Security*) is applicable if: Generator is not Creditworthy and was required to post Delay Damages Performance Security.

A. Cash Delay Damages Performance Security. If: (i) Delay Damages are no longer accruing under PPA Section 5.2 (*Failure to Submit the Initial Synchronization Request by the Required Notice Date for Initial Synchronization*); and (ii) Generator posted cash as Delay Damages Performance Security and intends to use cash to meet its Performance Security obligations under Section 1.B. (*Increased Performance Security*) of this Exhibit B (*Performance Security*), Generator may request, by notice to GPC in accordance with Section 14.11 (*Notice*), that GPC apply the unused portion of cash Delay Damages Security toward Generator's Performance Security obligation. After GPC's receipt of Generator's notice, GPC will net the remaining cash Delay Damages Performance Security toward the additional Performance Security amount Generator must post. Generator must timely post the difference between the required Performance Security amount minus the remaining unused cash Delay Damages Performance Security.

B. Letter of Credit or Generator Guaranty Delay Damages Performance Security. If: (i) Delay Damages are no longer accruing under Section 5.2 (*Failure to Submit the Initial Synchronization Request by the Required Notice Date for Initial Synchronization*); and (ii) Generator (a) posted a Letter of Credit or Generator Guaranty as Delay Damages Performance Security; or (b) intends to provide Eligible Collateral for Performance Security in a different form than what was posted as Delay Damages Performance Security, the amount of any remaining Eligible Collateral not drawn upon as Delay Damages Performance Security will be returned to Generator and Generator will be required to post the full amount of Performance Security as shown in the *Performance Security Table* in this Exhibit B (*Performance Security*).

5. **Replacement Performance Security.** If Generator must provide replacement Eligible Collateral to maintain compliance with this Exhibit B (*Performance Security*), Generator must deliver the replacement Performance Security to GPC no later than 90 Days before the date when the existing Eligible Collateral will expire, except that replacement Eligible Collateral initially provided under Section 1.B. (*Performance Security Amount and Timing*) must be provided no later than Initial Synchronization. If Generator fails to comply with the preceding sentence, GPC will be entitled, without limitation to its other remedies under the PPA or at law, to draw the full amount of the existing Performance Security before the expiration date of the Performance Security.

6. **Draws and Replenishment of Performance Security.** In addition to draws permitted by Section 3 (*Impact of Delay Damages*) of this Exhibit B (*Performance Security*), GPC may draw upon Performance Security to recover any damages arising from a Generator PPA breach or other amounts due and owing to GPC under the PPA, including Termination Liquidated Damages owed under PPA Section 9.2.2 (*Termination Damages*). In the event of a draw on the Performance Security, then, unless GPC has exercised its right to terminate the PPA under PPA Section 9.2 (*Termination for Default; Termination for Damages; No-Fault Termination*), Generator must replenish Performance Security to the full amount required by this Exhibit B (*Performance Security*) within three Business Days after GPC notifies Generator of GPC's draw upon the Performance Security.

7. **Change to Form of Eligible Collateral held as Performance Security.** Generator may request to replace the form of its Eligible Collateral at any time during the Term; however, in order to compensate GPC for the resources expended in assisting Generator with the replacement process (*i.e.*, review and approval of replacement Eligible Collateral, processing of Eligible Collateral swap, participating in financial closing activities, etc.), a fee of $2,500 per occurrence will be charged to Generator. Despite the preceding sentence, if Generator is required to change Generator's Eligible Collateral as part of a PPA assignment or Change of Control, Generator will not be required to pay the $2,500 fee to replace Generator's Eligible Collateral form if Generator pays the fee for an Assignment or Change of Control required by Section 13.2 (*PPA Assignment*), Section 13.5 (Change of Control), or Section 13.6 (*Multiple Requests for Assignment or Change of Control*).

8. **Creditworthy Status.** If a Creditworthy Generator loses its Creditworthy status during the Term, Generator must deliver Performance Security to GPC in the amount specified in this Exhibit **B** (*Performance Security*) within five Business Days of losing Creditworthy status. If Generator provides notice to GPC that Generator attained Creditworthy status during the Term, and GPC subsequently confirms that Generator attained Creditworthy status, GPC will return the Performance Security within five Business Days of Generator's notice.

9. **Release of Performance Security.** Upon the earlier to occur of: (i) expiration of the Term of this PPA; or (ii) termination of this PPA, GPC will promptly release any Eligible Collateral held as Performance Security that has not been drawn upon by GPC in accordance with its rights under this PPA.

Performance Security Table					
Term (years)	**15**	**20**	**25**	**30**	**35**
Amount ($/kW) PPA Execution Date through Initial Synchronization Request date	5	5.25	5.50	6.25	7.25
Amount ($/kW) After Initial Synchronization Request through Term	100	105	110	125	145

EXHIBIT C – MECHANICAL COMPLETION CERTIFICATE

(Generator to upload to PowerClerk)

Georgia Power Company
Renewable Development
Bin 10196
241 Ralph McGill Blvd.
Atlanta, Georgia 30308

Re: Mechanical Completion Certificate - Distributed Generation Solar Power Purchase Agreement ("**PPA**") between Georgia Power Company ("**GPC**") and #GeneratorLegalName# ("**Generator**") (GPC-**#ProjectID#**)

In accordance with PPA Section 2.4 (*Mechanical Completion*), Generator certifies to GPC that Generator fully satisfied the following criteria for Mechanical Completion of the Facility:

(i) Generator has provided GPC the Final Facility Documents as outlined in PPA Section 2.3 (*Final Facility Documents*).

(ii) Generator has completed the assembly, construction, and installation of the Facility and the Facility is mechanically, electrically, and functionally complete and sound, including that all wiring, controls, instruments, relays, and safety systems are installed and capable of operation.

(iii) The Facility has passed an electrical inspection (as evidenced by appropriate inspection documentation) by either the appropriate city or county inspection authority or a licensed electrician or registered professional engineer if there is no inspecting authority.

(iv) Generator has obtained all other governmental approvals required for the operation of the Facility.

(v) The Facility otherwise is ready for Initial Synchronization.

(vi) Generator is in material compliance with all terms and conditions of the PPA.

Generator certifies that Mechanical Completion of the Facility was achieved as of **#MechanicalCompletionDate#**[1]. Generator agrees to provide photographs of the Facility and Site at GPC's request. The electrical inspection documentation in support of Generator's certification of Mechanical Completion is attached. Generator grants to GPC and its agents, affiliates, successors, and assigns an irrevocable, worldwide, royalty-free, and unrestricted right and license to use, duplicate, modify, sublicense, distribute, display, and otherwise engage the photographs and related intellectual property, including the creation of derivative works. Generator represents and warrants that it has the exclusive right to grant the license to GPC for the purposes stated in the PPA.

#GeneratorLegalName#

By: _____

Name

Printed: _____

Title: _____

[1] *The date inserted by Generator must be the date Generator uploads this Mechanical Completion Certificate to PowerClerk. The date that GPC receives this Mechanical Completion Certificate will be deemed the Mechanical Completion date, so long as GPC agrees with Generator's representation, in which case GPC will confirm the date in PowerClerk. If GPC does not agree with Generator's representation, GPC will notify Generator by email and Generator must resubmit this Mechanical Completion Certificate when Mechanical Completion is achieved, and the process will repeat itself until Generator achieves Mechanical Completion.*

_____

Date: _____

EXHIBIT D – TRANSFER OF INFORMATION ACKNOWLEDGEMENT

#GeneratorLegalName# ("**Generator**") and Georgia Power Company ("**GPC**") have entered into the **Power Purchase Agreement for 2023 Distributed Generation Solar at GPC-#ProjectID# (#FacilityName#)** ("**PPA**") dated as of _____, 20____. The PPA contemplates that Generator will provide to GPC or to GPC's affiliate Southern Company Services, Inc. ("**SCS**") as agent for the transmission-owning subsidiaries of Southern Company (GPC, Alabama Power Company, and Mississippi Power Company) certain information that could be considered non-public information that potentially has implications under the Federal Energy Regulatory Commission ("**FERC**") Standards of Conduct. Generator acknowledges that the information is being provided for the purposes of operational implementation and administration of the PPA (which includes conducting GPC's system operations and dispatch functions) and will be used by individuals in both distribution and energy affiliate/wholesale marketing unit functions under the FERC Standards of Conduct.

The individuals within the Southern Company organizations indicated above may use the information only for purposes of implementing and administering the PPA (including conducting GPC's system operations and dispatch functions). Generator understands that such information will not be used or disseminated in any manner contrary to the confidentiality provisions in the PPA or in violation of the FERC Standards of Conduct.

Generator's provision of this information has not been and is not being provided in exchange for any preferential treatment, either operational or rate-related, by SCS or by any of the transmission-owning subsidiaries of Southern Company. Generator also acknowledges that Generator is not providing the information under duress or coercion. In accordance with FERC requirements, SCS may post on Southern Company's Open Access Same-time Information System (OASIS) the fact of Generator's consent to the provision of the information specified above to certain employees that may be employed within organizational units deemed to be energy affiliates/wholesale marketing units under the FERC Standards of Conduct.

Acknowledged on behalf of Generator by its authorized representative signing below:

#GeneratorLegalName#

By: _____

Name Printed: _____

Title: _____

Date: _____

EXHIBIT E – FORM OF LETTER OF CREDIT

[Bank Letterhead]

Date of issuance: _____, 20__

Irrevocable Standby Letter of Credit No:_____

"Issuer": _____

Address: _____

"Beneficiary": Georgia Power Company

Address: C/O Southern Company Services, Inc.
Attn: Assistant Treasurer
BIN SC1407
30 Ivan Allen Jr. Blvd., NW
Atlanta, GA 30308

Project ID: GPC-[Add Project ID]

Program ID: 2023 DG RFP

"Account Party": _____

Address: _____

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

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

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

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

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

Delivery of demands and certificates will be made on any day that is a business day for us at or prior to 5:00 p.m. (Eastern Time) at our office located at _____, or at any other office in the United States of America that is

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

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

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

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

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

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

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

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

[ISSUING BANK]

By:_____
Authorized Signature

ANNEX 1

FORM OF SIGHT DRAFT

[Insert Place], [Insert Date]

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

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

At Sight

Pay to the Order of [Name of Beneficiary]

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

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

[BENEFICIARY]

By:_____

Title:_____

ANNEX 2

FORM OF CERTIFICATE

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

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

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

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

or

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

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

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

[BENEFICIARY]

By:_____

Title:_____

ANNEX 3

FORM OF INSTRUCTION TO ASSIGN IN ENTIRETY

_____, 20__

_____

Re: Irrevocable Standby Letter of Credit No.

Ladies/Gentlemen:

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

[Name of Assignee]

[Address]

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

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

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

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

Sincerely,

[Beneficiary]

By:_____

Title:_____

EXHIBIT F – FORM OF GUARANTY

This **Guaranty Agreement** ("**Guaranty**"), effective as of _____, 20__ ("**Effective Date**"), is entered into by _____ ("**Guarantor**") in favor of Georgia Power Company ("**Beneficiary**"). Guarantor acknowledges:

- Beneficiary and _____ ("**Company**"), an Affiliate of Guarantor, entered into a Distributed Generation Solar Power Purchase Agreement dated _____, 20__ with Project Number GPC-#Project Number# (as amended, restated, supplemented or otherwise modified from time to time, the "**PPA**") regarding a photovoltaic solar power system located in #FacilityCity, Georgia, as further described in PPA Exhibit A (*Project Information*), Section 2 (*Facility Description*);
- Beneficiary required, as an inducement to its entry into the PPA, that Guarantor deliver to Beneficiary this Guaranty or other Eligible Collateral as required by the PPA;
- Guarantor qualifies as a Generator Guarantor under the PPA, and this Guaranty qualifies as Eligible Collateral under the PPA; and
- Guarantor will derive substantial direct and indirect benefit from the transactions contemplated by the PPA.

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

PART 1 - DEFINITIONS

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

PART 2 - GUARANTY

2.1 Guaranty. Guarantor unconditionally and irrevocably guarantees to Beneficiary and Beneficiary's successors and assigns, that Guarantor will make prompt and full payment of any obligations of Company to Beneficiary when due, whether by acceleration or otherwise, with any interest as may accrue under the PPA or under any other documents or instruments now or in the future evidencing, securing, or otherwise relating to the PPA ("**Guaranteed Obligations**"), except that Guarantor's liability under this Guaranty will in no event exceed the aggregate amount of Eligible Collateral that Company must provide in accordance with PPA Exhibit C (*Performance Security*) (plus costs of enforcement of this Guaranty as provided in Section 4.4 (*Expenses*)). Guarantor must immediately pay for any obligation of Company upon demand by Beneficiary.

2.2 Guaranty Absolute.

2.2.1. Guarantor Guarantees. Guarantor absolutely guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the PPA, regardless of any law or regulation in effect now, or that may come into effect in the future, in any jurisdiction affecting any of the terms or the rights of Beneficiary regarding the PPA. This Guaranty constitutes a guarantee of payment and not of collection. The obligations of Guarantor under this Guaranty are primary obligations and are several from Company or any other Person, and Guarantor is the principal obligor under this Guaranty. Guarantor's liability under this Guaranty will be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Company or any other person, nor against securities or liens available to Beneficiary or Beneficiary's successors or assigns. **Guarantor's liability under this Guaranty will be irrevocable, absolute, and unconditional irrespective of, and Guarantor unconditionally and irrevocably waives any defenses it may now have or later acquire in any way relating to:**

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

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

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

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

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

(vi) any failure by Beneficiary to commence an action against Company, including, without limitation, as contemplated by the provisions of O.C.G.A. Section 10-7-24, as amended; any lack of due diligence by Beneficiary in the collection or protection of or realization upon any collateral securing the Guaranteed Obligations;

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

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

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

(x) except as provided in Section 2.2.1(x) (*Waivers and Acknowledgements*), any other circumstance whatsoever (including, without limitation, any statute of limitations) or any act of Beneficiary or any existence of or reliance on any representation by Beneficiary that might otherwise constitute a legal or equitable defense available to, or a discharge of, Guarantor.

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

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

2.2.4. Enforcement following PPA Event of Default. In the case of an Event of Default under the PPA or regarding any of the Guaranteed Obligations, Guarantor agrees that Beneficiary will have the right to enforce its rights, powers, and remedies under the PPA and Guaranty or under any other instrument now or in the future evidencing, securing, or otherwise relating to the Guaranteed Obligations, and apply any payments or credits received by Company or Guarantor or realized from any security, in any manner and in any order

as Beneficiary, in its sole discretion, sees fit, and all rights, powers, and remedies available to Beneficiary in that event will be nonexclusive and cumulative of all other rights, powers, and remedies provided under the PPA, this Guaranty, by law, or in equity. If the Guaranteed Obligations are partially paid at the election of Beneficiary or Beneficiary's successors or assigns, to pursue any of the remedies available to Beneficiary, or if the indebtedness is otherwise partially paid, this Guaranty will nevertheless remain in full force and effect, and Guarantor will remain liable for the entire balance of the Guaranteed Obligations even though any rights that Guarantor may have against Company may be destroyed or diminished by the exercise of the remedy.

2.3 Waivers and Acknowledgments.

2.3.1. Guarantor Notice Waiver. Guarantor unconditionally and irrevocably waives promptness, diligence, presentment, demand of payment, acceptance, notice of acceptance, protest, notice of dishonor, and any other notices regarding any of the Guaranteed Obligations and this Guaranty.

2.3.2. Guarantor Waiver of Guaranty and Acknowledge of Continuing Obligations. Guarantor unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future. The provisions of this Guaranty will extend and be applicable to any modification of the PPA.

2.3.3. Waiver of Rights and Remedies Application of Law to Sureties or Guarantors. Guarantor unconditionally and irrevocably waives all rights and remedies accorded by application of law to sureties or guarantors and must not to assert or take advantage of those rights or remedies, including without limitation:

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

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

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

2.3.4. Guarantor's Waiver of Defenses Based on Set-Off or Counterclaim. Guarantor unconditionally and irrevocably waives any defense based on any right of set-off or counterclaim against or concerning the obligations of Guarantor under this Guaranty.

2.3.5. Guarantor Waiver of Defenses, Claims, and Discharges. Guarantor unconditionally and irrevocably waives all defenses, claims, and discharges of Company, or any other obligor regarding the Guaranteed Obligations. Without limiting the generality of the preceding sentence, Guarantor will not assert, plead, or enforce against Beneficiary or any other Person any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality, or unenforceability that may be available to Company or any other person liable concerning any indebtedness, or any setoff available against Beneficiary to Company or any other Person, whether or not on account of a related transaction. Guarantor expressly waives reliance on any anti-deficiency statute(s). If a foreclosure proceeding is commenced, Guarantor expressly agrees that Guarantor will be and remain unconditionally liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing indebtedness, whether or not the liability of Company or any other person for the deficiency is discharged under statute or judicial decision.

2.4 Subrogation. Despite any payment or payments made by Guarantor under this Guaranty, Guarantor unconditionally and irrevocably waives any rights of subrogation to the rights of Beneficiary against Company and any rights of reimbursement, assignment, indemnification, or implied contract or any similar rights (including without limitation any statutory rights of subrogation under U.S. Bankruptcy Code Section 509 (11 U.S.C. § 509)) against Company or against any other guarantor of all or any part of the Guaranteed Obligations until when the Guaranteed Obligations have been indefeasibly performed in full. If, despite the preceding sentence, any amount will be paid to Guarantor on account of the subrogation or similar rights at any time when all of the Guaranteed Obligations will not have been indefeasibly paid in full, those amounts will be held by Guarantor in

trust for Beneficiary and Guarantor must turn over to Beneficiary those amounts in the exact form received by Guarantor, to be applied against the Guaranteed Obligations in the order that Beneficiary may determine in Beneficiary's sole discretion.

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

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

PART 3 - REPRESENTATIONS AND WARRANTIES

Guarantor hereby represents and warrants as follows:

3.1 Organization. Guarantor is #a ***OR*** #an #GuarantorEntityType# organized, validly existing, and in good standing under the laws of the state of #GuarantorEntityRegistrationState.

3.2 Authorization; No Conflict. The execution and delivery by Guarantor of this Guaranty, and the performance by Guarantor of its obligations under this Guaranty: (i) are within Guarantor's #GuarantorEntityType# powers; (ii) have been duly authorized by all necessary #GuarantorEntityType# action; (iii) do not contravene its #bylaws ***OR*** #operating agreement ***OR*** #OtherOrganizationalDocument or any law or regulation applicable to or binding on Guarantor or any of its properties; and (iv) do not require the consent or approval of any Person that has not already been obtained or the satisfaction or waiver of any conditions precedent to the effectiveness of this Guaranty that have not been satisfied or waived.

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

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

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

PART 4 - MISCELLANEOUS

4.1 Continuing Guaranty; Assignment. This Guaranty is a continuing guaranty and will: (i) remain in full force and effect until all of the Guaranty Obligations have been satisfied; (ii) consistent with the terms of this Guaranty, apply to all Guaranteed Obligations whenever arising; (iii) be binding upon Guarantor, its successors and assigns; and (iv) inure to the benefit of, and be enforceable by, Beneficiary and its permitted assignees under this Guaranty. Guarantor must not assign or delegate Guarantor's rights or obligations under this Guaranty without: (i) the prior written consent of Beneficiary, which consent may be withheld in Beneficiary's sole discretion; and (ii) a written assignment and assumption agreement in form and substance reasonably acceptable to Beneficiary. Without prejudice to the survival of any of the other agreements of Guarantor under this Guaranty, the agreements and obligations of Guarantor contained in Section 4.4 (*Expenses*) (regarding enforcement expenses) and the last sentence of Section 2.2.1(*Guarantor Guarantees*) will survive the payment in full of the Guaranteed Obligations and all of the other amounts payable under this Guaranty.

4.2 Notices. All notices, requests, demands and other communications that are required or may be given under this Guaranty must be in writing and will be deemed to have been given when actually received if: (i) personally delivered; (ii) transmitted by facsimile, electronic, or digital transmission method; or (iii) if sent by

certified or registered mail, return receipt requested. In each case notice will be to the contacts identified in this Section 4.2 (*Notices*) or to the other place and with the other copies as Beneficiary or Guarantor may designate for itself by written notice to the other under this Section 4.2 (*Notices*). Delivery by facsimile of an executed counterpart of a signature page to any amendment or waiver of any provision of this Guaranty will be effective as delivery of an original executed counterpart to the amendment or waiver.

Notice to GPC:

Georgia Power Company
C/O Southern Company Services, Inc.
Attn: Assistant Treasurer
30 Ivan Allen Junior Boulevard, NW
Bin SC1407
Atlanta, GA 30308
G2GPCERG@southernco.com

With Copy to:

Georgia Power Company Legal Dept.
Attn: Commercial & Transactions
Bin 10180
241 Ralph McGill Blvd., N.E.
Atlanta, GA 30308

Notice to Guarantor:
#CompanyName
Attn: #IndividualName
#Title
#StreetAddress
#City, #State #ZipCode
#Email#

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

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

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

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

4.7 Governing Law; Consent to Jurisdiction.

4.7.1. Governing Law. This Guaranty will be construed and interpreted, and the rights of the parties determined, in accordance with the laws of the state of Georgia, without giving effect to principles of conflicts of law that would require the application of the laws of another jurisdiction.

4.7.2. Consent to Jurisdiction. Guarantor irrevocably and unconditionally: (i) agrees that the exclusive jurisdiction for any suit, action, or other legal proceeding arising out of this Guaranty will be brought in the United States District Court for the Northern District of Georgia or in any Georgia State court of general jurisdiction in Fulton County, Atlanta, Georgia; (ii) consents to the jurisdiction of those courts in those suits, action, or proceeding; and (iii) waives any objection that the Person may have to the laying of venue of the suit, action, or proceeding in the court.

4.7.3. Waiver of Right to Jury Trial. GUARANTOR UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO, THIS GUARANTY, OR THE ACTIONS OF BENEFICIARY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT OF THIS GUARANTY.

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

4.9 Execution and Attestation.

4.9.1. Electronic Signature. This Guaranty may be executed by handwritten signature or Electronic Signature. An "**Electronic Signature**" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Person with the intent to sign the record, including facsimile or e-mail electronic signatures. Guarantor acknowledges that electronic records and Electronic Signatures may be used in connection with the execution of this Guaranty and Electronic Signatures transmitted by electronic mail in so-called ".pdf" format will be legal and binding and will have the same full force and effect as if a paper original of this Guaranty had been delivered and signed using a handwritten signature. Guarantor: (i) agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Guaranty and to have the same effect as a handwritten signature; (ii) intends to be bound by the signature (whether original, faxed, or electronic) on any document sent or delivered by facsimile, electronic mail, or other electronic means; (iii) is aware that Beneficiary will rely on the signatures; and (iv) waives any defenses to the enforcement of the terms of this Guaranty based on the forms of signature described in this Section 4.9 (*Execution and Attestation*). If Guarantor executes this Guaranty by Electronic Signature, Guarantor expressly consents under the Electronic Signatures in Global and National Commerce Act ("**E-SIGN**"), and Uniform Electronic Transactions Act as enacted in the State of Georgia ("**UETA**"), that a signature by fax, email, or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA regarding this transaction.

4.9.2. Digital or Electronic Signature. In addition to his Guaranty, any other documents to be delivered in connection with this Guaranty may be executed by handwritten signature or Electronic Signature. Guarantor acknowledges that any digital or Electronic Signature (including pdf, facsimile, or electronically imaged signatures provided by DocuSign or any other digital signature provider) appearing on this Guaranty or other documents to be delivered in connection with this Guaranty are the same as handwritten signatures for the purposes of validity, enforceability, or admissibility, and that delivery to Beneficiary of an Electronic Signature, or a signed copy of, this Guaranty and related documents may be made by facsimile, email, or other electronic transmission.

Guarantor has caused this Guaranty to be executed and delivered under seal by its authorized representative as of Effective Date.

#GUARANTOR LEGAL NAME#

By: _____ (SEAL)

Name: _____

Title: _____