EXHIBIT B

EXECUTION VERSION

CONTRACT FOR THE PURCHASE OF FIRM CAPACITY AND ENERGY FROM A RENEWABLE QUALIFYING FACILITY UTILIZING THE PROXY UNIT METHODOLOGY

between

GRP FRANKLIN, LLC

and

GEORGIA POWER COMPANY

Dated as of June 15**, 2015**

TABLE OF CONTENTS

SECTION 1 DEFINITIONS 2

SECTION 2 FACILITY DESIGN AND CONSTRUCTION 14
2.1 Facility 14
2.2 Permits 15
2.3 Station Service 15
2.4 Inspections 15
2.5 Design and Construction of the Facility 16
2.6 RESERVED 18
2.7 Failure to Achieve Required Commercial Operation Date 18

SECTION 3 TERM 19
3.1 Term 19
3.2 Conditions Subsequent 19

SECTION 4 OPERATION AND MAINTENANCE OF THE FACILITY 21
4.1 General Standards 21
4.2 Maintenance Scheduling 21
4.3 Access to the Facility 23
4.4 Availability of Records 24

SECTION 5 DELIVERY OF CAPACITY AND ENERGY 25
5.1 Agreement to Sell and Purchase 25
5.2 Notice 25
5.3 Characteristics of the Energy 26
5.4 Interconnection 26

SECTION 6 METERING 26
6.1 Metering 26
6.2 Payment of Cost of Metering Equipment 26
6.3 Inspection and Testing 27
6.4 Inaccuracies 27
6.5 Loss Factor Adjustment 28

SECTION 7 PURCHASE AND SALE OF CAPACITY AND ENERGY 28
7.1 Capacity 28
7.2 Energy 29
7.3 Testing and Test Energy 29
7.4 Green Credits 29
7.5 RESERVED 29

SECTION 8 CAPACITY COMMITMENT 29
8.1 Committed Capacity 29
8.2 Re-demonstration of Committed Capacity 30

TABLE OF CONTENTS

SECTION 9 CAPACITY PAYMENTS 30
9.1 Calculation of Monthly Capacity Payments 30

SECTION 10 ENERGY PAYMENTS 31
10.1 Calculation of Monthly Energy Payments 31

SECTION 11 ADMINISTRATION CHARGE 31

SECTION 12 PAYMENT PROCEDURE 32
12.1 Capacity and Energy Billing and Payment 32
12.2 Billing Disputes and Final Accounting 33
12.3 Interest 34
12.4 Billing and Payment Records 34

SECTION 13 REPRESENTATIONS, WARRANTIES AND COVENANTS 35
13.1 Representations, Warranties and Covenants 35
13.2 Survival of Representations, Warranties and Covenants 40

SECTION 14 EVENTS OF DEFAULT; REMEDIES 40
14.1 Default by QF 40
14.2 Default by Georgia Power 45
14.3 Remedies 47
14.4 Rights of Specific Performance 50
14.5 Limitation of Remedies, Liability and Damages 50
14.6 Disclaimer of Warranties 52
14.7 No Interruption 52
14.8 Duty to Mitigate 52

SECTION 15 COMPLIANCE WITH LAWS 52
15.1 Compliance 52
15.2 Change of Law 53

SECTION 16 GPSC AND FERC APPROVALS;TAXES 58
16.1 GPSC: Recovery of Payments from Ratepayers 58
16.2 FERC: Recovery of Payments from Ratepayers 58
16.3 FERC: Reduction of Rates 58
16.4 Taxes 59

SECTION 17 INDEMNIFICATION 60
17.1 Scope of Indemnity 60
17.2 Notice of Proceedings 60

SECTION 18 INSURANCE 61

SECTION 19 FORCE MAJEURE 62
19.1 Definition of Force Majeure Event 62

TABLE OF CONTENTS

19.2 No Breach or Liability 62
19.3 Adjustments to Committed Capacity 63
19.4 Suspension of Performance 64
19.5 Extended Force Majeure Events 64

SECTION 20 PERFORMANCE SECURITY 66
20.1 Eligible Collateral 66
20.2 RESERVED 66
20.3 Georgia Power Performance Security 66
20.4 Supplemental Collateral, Replacement Collateral, Release of Collateral 67
20.5 Draws, Replenishment 68
20.6 Reporting 68

SECTION 21 DISPUTE RESOLUTION 68
21.1 Notice 68
21.2 Dispute Resolution, Arbitration 69

SECTION 22 MISCELLANEOUS 71
22.1 Assignment 71
22.2 Georgia Power's Agent 73
22.3 No Partnership 73
22.4 Successors and Assigns 73
22.5 No Third Party Benefit 73
22.6 No Affiliate Liability 73
22.7 Time of Essence; No Waiver 73
22.8 Amendments 74
22.9 Notice 74
22.10 Counterparts 75
22.11 Cross-References 75
22.12 Entire Agreement 75
22.13 Interpretation 75
22.14 Governing Law 76
22.15 Confidentiality 76
22.16 Severability 77

TABLE OF CONTENTS

APPENDIX A: CAPACITY RATES

APPENDIX B: MONTHLY ENERGY PAYMENT CALCULATION

APPENDIX C: FORM OF GUARANTY

APPENDIX D: FORM OF LETTER OF CREDIT

APPENDIX E: RESERVED

APPENDIX F: VIE CERTIFICATION

APPENDIX G: CAPITAL LEASE CERTIFICATION

APPENDIX H: PERFORMANCE TESTING PROCEDURES

APPENDIX I: THE SITE

CONTRACT FOR THE PURCHASE OF FIRM CAPACITY AND ENERGY FROM A RENEWABLE QUALIFYING FACILITY UTILIZING PROXY METHODOLOGY

This Agreement ("Agreement") is made and entered by and between GRP Franklin, LLC, a limited liability company organized and existing under the laws of the state of Delaware, having its principal place of business in Birmingham, Alabama (hereinafter referred to as "QF"), and Georgia Power Company, a corporation organized and existing under the laws of the state of Georgia, having its principal place of business in Atlanta, Georgia (hereinafter referred to as "Georgia Power") QF and Georgia Power may be hereinafter referred to individually as a "Party" and collectively as the "Parties."

W I T N E S E T H:

WHEREAS, QF desires to sell, and Georgia Power desires to purchase, electricity to be generated by QF's generating facility and made available for sale to Georgia Power consistent with the Georgia Public Service Commission ("GPSC") Orders in Docket Nos. 4822, 19279, and 27488;

WHEREAS, QF's generating facility will be interconnected to and operated in parallel with the Georgia Power Electric System; and

WHEREAS, the GPSC has approved a form of Standard Contract for the Purchase of Firm Capacity and Energy from a Renewable Qualifying Facility using the Proxy Unit Methodology and this Agreement conforms to the terms and conditions of such Standard Contract.

NOW, THEREFORE, for mutual consideration, the Parties covenant and agree as follows:

SECTION 1 DEFINITIONS

In addition to the initially capitalized terms and phrases defined in the preamble of this Agreement, the following initially capitalized terms and phrases as and when used in this Agreement shall have the respective meanings set forth below:

1.1 "**AAA**" – has the meaning assigned to it in Section 21.2.2.1.1.

1.2 "**Affiliate**" – of any specified entity means any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified entity. For purposes of this definition, "control" when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

1.3 **"Aggrieved Party"** – has the meaning assigned to it in Section 21.1.

1.4 **"Air Permit"** – has the meaning assigned to it in Section 2.2.

1.5 **"Amended GPSC Certificate"** – has the meaning assigned in Section 3.2.2.

1.6 **"Annual Capacity Rate"** - has the meaning assigned in Appendix A.

1.7 **"Annual Period"** – shall mean any one of a succession of consecutive twelve-Month periods, the first of which shall begin on the Commencement of Service Date.

1.8 **"Appendices" -** means any schedules, exhibits and attachments that are appended hereto and are incorporated by reference herein and made a part of this Agreement.

1.9 **"Avoided Energy Cost"** - for each hour of a given Month, means the amount, in dollars per megawatt-hour ($/MWh) that is equal to the avoided cost of generation on the Georgia Power territorial system for each hour of such Month as such is calculated by or on behalf of Georgia Power pursuant to the GPSC order in Docket Nos. 19279 and 4822.

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

1.11 **"Capacity Account Balance"** - shall mean for each Annual Period of the Term, the amount set forth in the Capacity Account Balance table in Appendix E.

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

1.13 **"Change of Law"** – has the meaning assigned in Section 15.2.1.

1.14 **"Commencement of Service Date"** - means the date on which the Facility achieves Commercial Operation.

1.15 **"Commercial Operation"** - has the meaning assigned to it in Section 2.5.1.

1.16 **"Committed Capacity" -** means the MW capacity, as defined in Section 8.1, which QF has agreed to make available on a firm basis at the Point of Delivery.

1.17 **"Confidential Information" -** means business or technical information rightfully in the possession of either Party, which information derives actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure and use, and includes information furnished or disclosed to or observed during inspection by the other Party in connection with discussions leading up to execution of this Agreement, including this Agreement

and performance hereunder. Confidential Information must be designated in writing as confidential by the Party supplying such information (the "Disclosing Party," the other Party being the "Receiving Party"). Confidential Information does not include information which: (i) is or becomes publicly available other than as a result of a violation of this Agreement; (ii) was, at the time of the disclosure, already in the Receiving Party's possession; (iii) is disclosed to the Receiving Party by a third party who, to the Receiving Party's knowledge, is not prohibited from disclosing the information pursuant to any agreement with the Disclosing Party; (iv) the Receiving Party develops or derives without the aid, application or use of the privileged or proprietary information; or (v) the Receiving Party is required to disclose pursuant to Legal Requirements.

1.18 **"Contract Capacity" -** shall be fifty eight (58) megawatts ("MW") based upon conditions of ninety-five degrees Fahrenheit (95 deg F), forty-five percent (45%) relative humidity, average barometric pressure at the site at the 95 deg F/45% temperature and humidity, and the maximum reactive power obligation as specified in the Interconnection Agreement.

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

such Person has no senior unsecured debt rating) from at least one of S&P, Moody's and Fitch, or from any entity succeeding to the functions and business of any of such rating agencies, respectively.

1.20 **"Cumulative Changes of Law"** – has the meaning assigned in Section 15.2.7.

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

1.22 **"Defaulting Party"** - has the meaning assigned to it in Section 14.3.1.

1.23 **"Demand"** - has the meaning assigned to it in Section 21.2.2.1.1.

1.24 **"Dispatch Center"** - means the control and dispatching center as designated by Georgia Power from time to time in writing as being the primary control point for dispatch instructions to QF for the Facility.

1.25 **"Early Termination Date"** - has the meaning assigned to it in Section 14.3.1.

1.26 **"Eligible Collateral"** - a Letter of Credit, cash deposited into either a Georgia Power Security Account or a QF Security Account, or otherwise deposited with Georgia Power as the Parties may agree, as the case may be, or a QF Guaranty or Georgia Power Guaranty as the case may be; provided, however, that at least fifty percent (50%) of any Eligible Collateral required under any provision of this Agreement must be in the form of either a Letter of Credit or cash deposited into either a Georgia Power Security Account or a QF Security Account, as appropriate, whenever a QF Guarantor supplying a QF Guaranty, or Georgia Power Guarantor supplying a Georgia Power Guaranty, under this Agreement has an investment grade rating such that its senior unsecured debt (or issuer rating if such Person has no senior unsecured debt rating) is not rated at least BBB (by Standard & Poor's Rating Group) or at least Baa2 (by Moody's Investor Services, Inc.) or at least BBB by Fitch Ratings.

1.27 **"Energy Contract Amount"** – has the meaning ascribed to it in Section 7.2

1.28 **"Execution Date"** – means the date on which this Agreement is executed and delivered by both Georgia Power and QF.

1.29 **"Event of Default"** – has the meanings ascribed to it in Section 14.1 for QF and Section 14.2 for Georgia Power.

1.30 **"Excess Change of Law Costs"** – has the meaning assigned in Section 15.2.8.

1.31 **"Extended Force Majeure Event"** – has the meaning assigned in Section 19.5.1.

1.32 **"Facility"** - means all equipment, as described in this Agreement, used to produce electric energy and all equipment required for parallel operation with the Georgia Power Electric System.

1.33 **"FERC"** - means the Federal Energy Regulatory Commission or any Governmental Authority succeeding to the powers and functions thereof.

1.34 **"Force Majeure Event"** - has the meaning defined in Section 19.1.

1.35 **"Force Majeure Remedy Plan"** - has the meaning defined in Section 19.5.1.

1.36 **"Forced Outage"** - means a time during which the Facility is not capable of normal operations for reasons other than a Force Majeure Event and which is not a Scheduled Outage or a Maintenance Outage.

1.37 **"Front Load Security Letter of Credit"** - shall mean that Letter of Credit delivered by QF to Georgia Power pursuant to Section 20.2.1.

1.38 **"Gains"** - has the meaning assigned to it in Section 14.3.2.

1.39 **"Georgia Power"** - shall have the meaning specified in the first paragraph of this Agreement, and its permitted successors and assigns.

1.40 **"Georgia Power Electric System"** - means collectively, the entire network of electric generating, transmission and distribution facilities, equipment and other devices owned

(in whole or in part) or controlled by Georgia Power, or to which Georgia Power has the right to use, for the purposes of generating, transmitting and receiving electric energy.

1.41 **"Georgia Power Guarantor"** - means a Person that, at the time of execution and delivery of its Georgia Power Guaranty, is a direct or indirect owner of Georgia Power and (a) is Creditworthy with a consolidated Net Worth of at least one hundred and fifty million dollars ($150,000,000.00); or (b) is reasonably acceptable to QF as having verifiable creditworthiness and Net Worth sufficient to secure Georgia Power Guarantor's obligations under its Georgia Power Guaranty.

1.42 **"Georgia Power Guaranty"** - means a guarantee provided by a Georgia Power Guarantor that is substantially in the form of the guaranty attached hereto as Appendix C.

1.43 **"Georgia Power Performance Security"** - has the meaning assigned to it in Section 20.3.

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

1.45 **"Governmental Authority"** - means any local, state, regional or federal administrative, legal, judicial or executive agency, court, commission, department or other such entity.

1.46 **"GPSC"** - means the Georgia Public Service Commission.

1.47 **"GPSC Certificate"** - has the meaning assigned to it in Section 3.2.2.

1.48 **"GPSC Certificate Target Date"** - has the meaning assigned to it in Section 3.2.2.

1.49 **"Green Credits"** - means any renewable energy credits and any other environmental or regulatory credits or allowances resulting from operation of the Facility or any similar benefit Georgia Power otherwise would have realized from or related to the Facility if Georgia Power rather than QF had constructed, owned or operated the Facility.

1.50 **"Interconnection Agreement"** - means that certain Interconnection Agreement to be entered into by and between QF and the transmission provider containing terms and conditions governing the interconnection and parallel operation of the Facility with the Georgia Power Electric System.

1.51 **"Interconnection Facilities"** - means those facilities described in the Interconnection Agreement as facilities that must be installed or modified in order for QF to deliver energy from the Facility to the Georgia Power Electric System.

1.52 **"Interest Rate"** - means the interest per annum equal to the prime rate as published in The Wall Street Journal, or comparable successor publication, under "Money Rates," plus two hundred (200) basis points as applied on a daily basis and compounded quarterly.

1.53 **"kW"** - means kilowatts.

1.54 **"kWh"** - means kilowatt-hours.

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

1.56 **"Letter of Credit"** - means a standby letter of credit, the form of which is attached hereto as Appendix D and which (i) is issued by a U.S. commercial bank or a foreign bank with a U.S. branch with total assets of at least two hundred fifty million dollars ($250,000,000.00) having a general long-term senior unsecured debt rating of A minus or higher (as rated by Standard & Poor's Rating Group) or A3 or higher (as rated by Moody's Investor Services, Inc.); and (ii) permits presentation at a bank located in Atlanta, Georgia; provided, however, in the event such bank fails to meet the aforementioned requirements at any time, QF shall be required to immediately obtain a replacement standby letter of credit from a bank that does meet the aforementioned requirements.

1.57 **"Losses"** - has the meaning assigned to it in Section 14.3.2.

1.58 **"Maintenance Outage"** - means a planned interruption of a portion or all of the Facility's generation capability that: (i) has been coordinated in advance with Georgia Power with a mutually agreed start date, time and duration or to which Georgia Power has consented pursuant to Section 4.2.2; and (ii) is for the purpose of performing work on specific components of the Facility that would limit the power output of the Facility but should not, in the reasonable judgment of QF, be postponed until the next Scheduled Outage.

1.59 **"Maintenance Schedules"** - has the meaning defined in Section 4.2.1.

1.60 **"Material Adverse Change"** - means, as to Georgia Power, that Georgia Power or, if Georgia Power is providing Eligible Collateral in the form of a Georgia Power Guaranty, the Georgia Power Guarantor, experiences any of the events described in clauses (a) or (b), and as to QF or, if QF is providing Eligible Collateral in the form of a QF Guaranty, that QF Guarantor, experiences any of the events described in clauses (a) or (b): (a) such Person is no longer Creditworthy, or (b) the maturity of any indebtedness of such Person, which in the

aggregate exceeds two hundred and fifty million dollars ($250,000,000.00) or five percent (5%) of equity, whichever is less is accelerated by the holder or holders thereof as a result of a default thereunder.

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

1.62 **"Milestone Schedule"** - has the meaning assigned to it in Section 2.5.2.

1.63 **"Month"** - means a calendar Month, commencing at the beginning of the first Day of such calendar Month. **"Monthly"** - has a meaning correlative to that Month.

1.64 **"Monthly Administration Charge"** - for a particular Month of the Term, means the Monthly amount to be paid by QF to Georgia Power for the items set forth in Section 11.

1.65 **"Monthly Availability Adjustment"** - has the meaning assigned in Appendix A, Section C.

1.66 **"Monthly Availability Percentage"** or **"MAP"** - has the meaning assigned in Appendix A, Section C.

1.67 **"Monthly Capacity Payment"** - means the amount to be paid by Georgia Power to QF for Georgia Power's purchase of the Committed Capacity for a particular Month, as provided in Section 9.1.1 and Appendix A.

1.68 **"Monthly Energy Payment"** - means the amount to be paid by Georgia Power to QF for Georgia Power's purchase of energy for a particular Month, as provided in Section 10.1.1 and Appendix B.

1.69 **"Monthly Invoice" -** has the meaning assigned to it in Section 12.1.1.

1.70 "**MW**" means megawatts.

1.71 **"MWh Delivered"** - has the meaning assigned in Appendix A, Section C.

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

1.73 **"Net Worth"** - means the dollar value calculated by subtracting liabilities from total assets (excluding goodwill and other intangible assets described in FASB Statement 142) as such terms are determined in accordance with generally accepted accounting principles.

1.74 **"Non-Defaulting Party"** - has the meaning assigned to it in Section 14.3.1.

1.75 **"Noticed Party"** - has the meaning assigned to it in Section 21.1.

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

1.77 **"Performance Test"** – has the meaning assigned to it in Appendix H.

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

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

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

1.81 **"Prudent Industry Practices"** - means, at a particular time, any of the practices, methods and acts engaged in or approved by a significant portion of the electric power industry

prior to such time, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired results at the lowest cost consistent with good business practices, reliability, safety and expedition. Prudent Industry Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts expected to accomplish the desired results, having due regard for, among other things, manufacturers' warranties and the requirements of Governmental Authorities of competent jurisdiction and the requirements of this Agreement.

1.82 **"PURPA"** - means the Public Utility Regulatory Policies Act of 1978, as such act may be amended from time to time.

1.83 **"QF"** - shall have the meaning specified in the first paragraph of this Agreement, and its permitted successors and assigns.

1.84 **"QF Guarantor"** - means a Person that, at the time of execution and delivery of its QF Guaranty, is a direct or indirect owner of QF and (a) is Creditworthy with a consolidated Net Worth of at least thirty million dollars ($30,000,000.00); or (b) is reasonably acceptable to Georgia Power as having a verifiable credit worthiness and Net Worth sufficient to secure QF Guarantor's obligations under its QF Guaranty.

1.85 **"QF Guaranty"** - means a guaranty provided by the QF Guarantor that is substantially in the form of the guaranty attached hereto as Appendix C.

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

pursuant to a control agreement in form and substance acceptable to QF.

1.87 **"Qualifying Facility" -** shall have the meaning defined in Section 292.101(b)(1) of the regulations promulgated under PURPA, 18 C.F.R. Subpart C, Section 292.

1.88 **"Reference Conditions"** – means ninety-five degrees Fahrenheit (95° F), forty-five percent (45%) relative humidity, average barometric pressure at the site at the reference temperature and relative humidity, and the maximum reactive power obligation as specified in the Interconnection Agreement.

1.89 **"Required Commercial Operation Date"** or **"RCOD" -** means June 1, 2017.

1.90 **"Rules"** - has the meaning assigned to it in Section 21.2.2.1.1.

1.91 **"Scheduled Outage"** - has the meaning assigned in Section 4.2.1.

1.92 **"Seasonal Availability Adjustment"** - has the meaning assigned in Appendix A, Section B

1.93 **"Seasonal Availability Percentage"** or **"SAP"** - has the meaning assigned in Appendix A, Section B.

1.94 **"Seasonal Performance Period"** or **"Season"** - means one (1) of the following periods during the Annual Period: Summer (June through September); Fall (October through December); Winter (January and February); or Spring (March through May).

1.95 **"SERC"** - means the Southeastern Electric Reliability Council, including any successor thereto.

1.96 **"Site"** – means the land in Franklin County, in the state of Georgia, on which the Facility is located, as specified in **Appendix I.**

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

1.98 **"Southern Operating Companies"** - means, collectively, the electric utility operating company subsidiaries of the Southern Company that own transmission assets, currently including Alabama Power Company, Georgia Power, Gulf Power Company and Mississippi Power Company.

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

1.100 **"System Emergency"** - means that the Dispatch Center has determined pursuant to its prevailing practices that conditions are expected to occur or have occurred that could jeopardize the ability to meet projected loads in the Southern Control Area.

1.101 **"Taxes"** - means all taxes, fees, levies, licenses or charges imposed by any Governmental Authority, together with any interest and penalties thereon.

1.102 **"Term"** - means the duration of this Agreement as specified in Section 3.1.

1.103 **"Threshold Amount"** – has the meaning assigned in Section 15.2.3.

1.104 **"Termination Payment"** - has the meaning assigned to it in Section 14.3.2.

1.105 **"Transmission Tariff"** - means the Southern Operating Companies open access transmission tariff, FERC Electric Tariff Fourth Revised Volume No. 5, as amended or superseded from time to time.

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

SECTION 2 FACILITY DESIGN AND CONSTRUCTION

2.1 Facility. The Facility is a renewable-energy Qualifying Facility generator located in Franklin County, Georgia with a capability of producing approximately seventy nine (79) MW of electric power.

2.2 Permits. QF shall obtain and maintain, for the period required by Legal Requirements during the Term, all consents pertaining to air emissions necessary for the performance of QF's obligations under this Agreement ("Air Permits"), including the operation of the Facility for a minimum of seven thousand seven hundred sixty four (7,764) hours per Annual Period throughout the Term. QF agrees that any operation of the Facility for purposes other than for meeting the obligations to Georgia Power pursuant to this Agreement shall not limit Georgia Power's entitlement to the Energy Contract Amount of the Facility, except as otherwise provided in this Agreement. Upon QF obtaining any Air Permit(s), QF shall promptly provide a copy of such Air Permit(s) to Georgia Power in accordance with the notice provisions of Section 21.1.

2.3 Station Service. QF may purchase capacity and energy as required by QF from time to time during the Term for Station Service or other energy needs for the Facility from: (a) Georgia Power at the applicable Georgia Power tariff rate and upon reasonable request, or (b) from a third party. In either case, QF shall provide Georgia Power with written notice of its election.

2.4 Inspections. Upon reasonable prior advance notice to the QF, representatives of Georgia Power shall be entitled to inspect the operation and testing of the Facility. Should QF require a confidentiality agreement, Georgia Power agrees to execute a reasonable confidentiality agreement with QF concurrently with the execution of this contract to facilitate all such inspections under this agreement. QF shall cooperate in such physical inspections of the Facility as may be reasonably required by Georgia Power provided that such inspections shall not materially interfere with the testing or operations of the Facility, and provided that Georgia Power complies with rules and regulations of Governmental Authorities having jurisdiction

with respect to the Facility, and with the QF's reasonable policies and procedures applicable to the Facility including, without limitation, those with respect to safety. Georgia Power's technical review and inspection of the Facility shall not be construed as endorsing the design thereof nor as any warranty of the safety, durability or reliability of the Facility.

2.5 Design and Construction of the Facility.

2.5.1 The Project shall be completed in accordance with Prudent Industry Practices and all applicable Legal Requirements. QF shall use all diligent efforts to achieve Commercial Operation on or before the RCOD and to otherwise carry out its obligations under this Agreement. The Project shall be deemed to have achieved "Commercial Operation" upon fulfillment of the following criteria: (i) QF shall demonstrate that the Facility is capable of producing energy and delivering the same to the Georgia Power Electric System at the Point of Delivery on a reliable basis in accordance with Appendix H and Prudent Industry Practices; (ii) the Facility is in compliance with the Interconnection Agreement; (iii) QF shall have provided Georgia Power a certificate, reasonably acceptable to Georgia Power, stating that the Facility has been designed, engineered, constructed and tested in accordance with Prudent Industry Practices and the terms of this Agreement; and (iv) QF shall have delivered to Georgia Power a certificate from a responsible officer of QF certifying that QF has obtained all Governmental Approvals required under Legal Requirements for the construction, ownership, operation and maintenance of the Facility in accordance with this Agreement.

2.5.2 After 250 days from the date this Agreement is executed, at Georgia Power's request, QF will provide to Georgia Power a schedule containing at a minimum all significant milestones related to the design, engineering, procurement, construction,

initial synchronization date, testing, startup and Commencement of Service Date of the Facility ("Milestone Schedule"). QF shall notify Georgia Power of any significant changes in the Milestone Schedule and the status of construction as they may occur from time to time (including the reason(s) for the change). At Georgia Power's request, QF shall provide to Georgia Power periodic progress reports in a form reasonably satisfactory to Georgia Power indicating percentage completion of each major milestone and reporting on significant developments that may delay the construction schedule. Promptly after becoming aware of events or circumstances that could reasonably be expected to cause a delay in achieving Commercial Operation on or before the RCOD, QF shall provide to Georgia Power for its review and reasonable approval a recovery plan setting forth in reasonable detail and with supporting documentation (a) the causes of the event or circumstance and the expected delay, and (b) QF's plan to recover the lost time and achieve the Commencement of Service Date. Should QF fail to submit a recovery plan that meets with Georgia Power's reasonable approval or fail to diligently implement such recovery plan, Georgia Power may declare a QF Event of Default pursuant to Section 14.1.3. Nothing in this Section 2.5.2 shall be construed to relieve QF of any of its obligations set forth under this Agreement.

2.5.3 Georgia Power shall have the right to reasonably request information regarding the status of the Facility and to inspect its construction, start-up and testing. QF shall cooperate and shall cause its contractors to cooperate in providing the information requested by Georgia Power and in such physical inspections of the Facility as may be reasonably requested by Georgia Power during and after completion of construction. Georgia Power shall provide reasonable prior notice to QF regarding such inspections.

All activities of Georgia Power, its designated employees and agents at the Site shall be subject to the rules and procedures of QF (including, without limitation, those related to health and safety).

2.6 RESERVED.

2.7 Failure to Achieve Required Commercial Operation Date. Except in the case of a Force Majeure Event affecting QF or the transmission provider, or due to the Interconnection Facilities not being installed or modified, in the event that QF fails to achieve Commercial Operation by the RCOD, QF shall forfeit the Monthly Capacity Payments until the earlier of the Commencement of Service Date and the termination date of this Agreement and pay to Georgia Power liquidated damages prorated daily as follows:

Month	$/KW
June	4
July	8
August	8
September	4
October-November	1
December-May	1

Georgia Power shall notify QF on a Monthly basis of any liquidated damages calculated in accordance with the foregoing owed by QF to Georgia Power for failure to meet the RCOD, with such damages owed by QF to be netted Monthly against payments that would have been due to QF by Georgia Power pursuant to Section 12.1. Any disputes regarding calculation of such liquidated damages shall be resolved in accordance with the procedures set forth in Section 12.2. Thereafter, except in the case of a Force Majeure Event affecting QF or the transmission provider, and unless the Parties otherwise agree, in the event QF notifies Georgia Power that the Facility cannot achieve Commercial Operation or in the event Commercial Operation is not achieved by June 1, 2018, this Agreement shall terminate and QF shall pay Georgia Power

liquidated damages equal to sixty dollars per kW ($60.00/kW). Following such termination and payment of liquidated damages, neither Party shall have any further liability to the other Party pursuant to this Agreement.

SECTION 3 TERM

3.1 Term. The term of this Agreement shall begin on the Execution Date and shall remain in full force and effect, unless terminated earlier pursuant to this Agreement, through May 31, 2047 ("Term"). Upon termination or expiration of this Agreement, the Parties shall be relieved of their obligations under this Agreement except for the obligation to pay each other all monies owed and not paid under this Agreement prior to the termination or expiration, which obligation shall survive termination or expiration.

3.2 Conditions Subsequent.

3.2.1 RESERVED.

3.2.2 In the event the GPSC requires a Certificate of Public Convenience and Necessity ("GPSC Certificate") be issued for the recovery in rate base of the purchase of QF capacity and energy under this Agreement, the following condition subsequent shall apply: If after two hundred fifty (250) Days from the filing date by Georgia Power of the application with the GPSC for a GPSC Certificate ("GPSC Certificate Target Date"), (i) GPSC has not approved this Agreement through the granting of a GPSC Certificate, or (ii) GPSC has issued a GPSC Certificate that is subject to material qualifications or conditions that adversely affect Georgia Power, then Georgia Power may terminate this Agreement upon written notice to QF, provided that such notice is delivered to QF no later than thirty (30) Days after the GPSC Certificate Target Date. If within thirty (30) Days from the GPSC Certificate Target Date the issuance or denial of the GPSC Certificate has been appealed to the GPSC or Fulton County Superior Court, then

Georgia Power may terminate this Agreement upon written notice to QF, provided that such notice is delivered to QF no later than eighty (80) Days after the GPSC Certificate Target Date. If Georgia Power fails to exercise the aforementioned termination right within the applicable notice period, then Georgia Power shall be deemed to have waived such termination right. Notwithstanding the foregoing, if at any time the GPSC amends the GPSC Certificate with respect to this Agreement ("Amended GPSC Certificate") and the Amended GPSC Certificate imposes material qualifications or conditions that adversely affect Georgia Power, Georgia Power shall have a unilateral right to terminate this Agreement if such material qualifications or conditions are not acceptable to Georgia Power. Within fifteen (15) Days of the issuance of the Amended GPSC Certificate, Georgia Power shall provide QF with written notice of whether the Amended GPSC Certificate is subject to material qualifications or conditions and, if so, whether the material qualifications or conditions are acceptable to Georgia Power. If Georgia Power fails to provide such notice within such fifteen (15) Day period, the Amended GPSC Certificate will be deemed to be acceptable to Georgia Power. Upon a termination pursuant to this Section 3.2.2, neither Party shall have any further liability to the other party hereunder.

3.2.3 Should a GPSC Certificate be required, Georgia Power shall use reasonable efforts to obtain the GPSC Certificate, and in furtherance thereof, to target a filing of the application as soon as reasonably practicable after execution of this Agreement, and to diligently pursue the issuance of the GPSC Certificate. QF agrees to assist and support Georgia Power, in a timely manner and to the extent reasonably requested by Georgia Power, in obtaining the GPSC Certificate.

SECTION 4 OPERATION AND MAINTENANCE OF THE FACILITY

4.1 General Standards. During the Term of this Agreement, QF shall have the sole responsibility to, and shall at its sole expense, manage, control, operate and maintain the Facility in accordance with Prudent Industry Practices and the requirements set forth in this Agreement. For the avoidance of doubt, the Parties agree that in accordance with Prudent Industry Practices, QF may enter into standard and customary contracts for the operation, maintenance and management of the Facility and fuel procurement and transportation services. QF and Georgia Power agree to coordinate scheduled outages of the Facility.

4.2 Maintenance Scheduling.

4.2.1 Commencing in the year prior to the Annual Period of the RCOD and each Annual Period thereafter, QF shall submit to Georgia Power, at least 90 Days prior to the commencement of the next Annual Period, maintenance schedules, including the scope of the maintenance, and outage plans for the Facility that conform to Prudent Industry Practices for similar equipment, including in terms of frequency and duration ("Maintenance Schedules"), for the next four (4) Annual Periods or the number of such Annual Periods remaining in the Term, whichever is less. QF shall be entitled to schedule at least two Maintenance Outages of up to fourteen (14) Days each during each Annual Period, which outages shall be approximately six (6) months apart. QF shall not schedule any maintenance of the Facility during the Months of May through September of any Annual Period that would decrease the capacity output of the Facility below the Contract Capacity without the prior written consent of Georgia Power. Georgia Power shall have thirty (30) Days to review the proposed Maintenance Schedules and may approve or reject the Maintenance Schedules in whole or in part. The Maintenance Schedules are subject to the approval of Georgia Power, which approval shall not be unreasonably

withheld or delayed. If any portion of the Maintenance Schedules are rejected by Georgia Power, QF shall resubmit revised Maintenance Schedules to Georgia Power within thirty (30) Days of Georgia Power's rejection and Georgia Power and QF agree to use best efforts to promptly develop Maintenance Schedules that are mutually acceptable to the Parties considering the burdens that Georgia Power's changes impose on QF compared to the burdens avoided by Georgia Power as a result of such changes. Any dispute concerning this Section 4.2.1 shall be resolved in accordance with the provisions of Section 21 applicable to Maintenance Schedule disputes. The outages scheduled in the final, approved Maintenance Schedule shall be the "Scheduled Outages" for purposes of this Agreement.

4.2.2 In addition to Scheduled Outages, QF may request Maintenance Outages during any Annual Period. QF shall request each Maintenance Outage at least twenty-four (24) hours in advance. Such request shall identify the equipment and Committed Capacity that will not be available and the proposed start time and duration of the Maintenance Outage. Georgia Power shall respond to QF's request as soon as reasonably practicable. QF shall not take a Maintenance Outage without Georgia Power's prior written or telephonic consent, and such consent shall not be unreasonably withheld, conditioned or delayed. Georgia Power shall have the right to revoke its consent to a Maintenance Outage if changed conditions require the Committed Capacity to be available during such Maintenance Outage. In the event Georgia Power reasonably requests QF to return all or part of that portion of the Facility that is affected by the Maintenance Outage to full availability status, QF shall comply as soon as reasonably practical.

4.2.3 In the event QF has a Scheduled Outage, and such Scheduled Outage occurs or would occur coincident with a System Emergency, Georgia Power shall notify QF of the System Emergency. Georgia Power may request QF to reschedule the Scheduled Outage or, if the Scheduled Outage has begun, to expedite the completion thereof, and QF shall use commercially reasonable efforts to comply with such request as soon as reasonably practical.

4.3 Access to the Facility.

4.3.1 Upon reasonable notice and during normal working hours, representatives of Georgia Power shall have the right to access the Facility and the property owned or controlled by QF in order to (i) to inspect, maintain, and test meters and other Georgia Power equipment; (ii) to interrupt, monitor, or measure energy generated by the Facility in accordance with this Agreement; (iii) to inspect the Facility; and (iv) to take such other action as may be reasonably necessary to exercise Georgia Power's rights under this Agreement. Georgia Power shall be responsible for ensuring that all representatives of Georgia Power comply with all rules and procedures of the Facility, including those relating to safety.

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

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

4.4.1 All such records shall be maintained for a minimum of five (5) years after the creation of such record or data and for any additional period of time required by regulatory agencies with jurisdiction over QF; provided, however, that QF shall not dispose of or destroy any such records even after the five (5) years without thirty (30) Days prior written notice to Georgia Power.

4.4.2 QF shall maintain an accurate and up-to-date operating log at the Facility with records of: (i) real and reactive power production for each clock hour; (ii) changes in operating status and scheduled maintenance; (iii) any unusual conditions found during inspections; and (iv) any significant events related to the operation of the Facility.

4.4.3 Upon reasonable advance notice, Georgia Power shall have the right to examine the records and data of QF in order to facilitate any determination that Georgia Power is required or permitted to make under this Agreement.

4.4.4 Georgia Power and Georgia Power's independent auditor shall have the right to inspect from time to time upon reasonable notice to QF such books and records of QF as are reasonably necessary in order for Georgia Power to determine whether QF constitutes a VIE in Georgia Power's or any of its Affiliates' financial statements for which Georgia Power is the beneficiary, or if this Agreement must be treated as a Capital Lease. To the extent such inspection requires access to confidential information of QF, Georgia Power shall execute an appropriate confidentiality agreement reasonably acceptable to QF respecting such confidential information.

4.4.5 Georgia Power agrees to maintain the information provided by QF pursuant to this Section 4.4 as confidential and to use such information solely for the purpose of administering this Agreement.

SECTION 5 DELIVERY OF CAPACITY AND ENERGY

5.1 Agreement to Sell and Purchase. During each Annual Period of this Agreement, QF agrees to sell and deliver to the Point of Delivery, and Georgia Power agrees to purchase and receive at the Point of Delivery the capacity and energy described in Section 7.

5.1.1 Energy. Notwithstanding the Committed Capacity pursuant to Section 8, in the case of a non-dispatchable Facility, QF shall be entitled to deliver the entire energy output corresponding to the Committed Capacity from the Facility; provided, however, that Georgia Power shall purchase the remaining energy output capability of the Facility in excess of the Committed Capacity through the Standard Contract for the Purchase of Non-Firm Energy from a Qualifying Facility at the standard Avoided Energy Cost.

5.2 Notice.

5.2.1 On or before September 1 of each calendar year, QF shall provide Georgia Power with the time, duration and magnitude of any planned outages or reduction in capacity for following calendar year.

5.2.2 On or before 2:30 p.m. (Eastern Time) of each Day, QF shall provide the Dispatch Center an estimate of the hourly amounts of electric energy to be delivered at the Point of Delivery for the next succeeding Day.

5.2.3 QF shall comply with reasonable requirements of Georgia Power regarding Day-to-Day or hour-by-hour communications with Georgia Power relative to the performance of this Agreement.

5.3 Characteristics of the Energy. The energy delivered by QF to the Point of Delivery shall meet the specifications established by the Interconnection Agreement.

5.4 Interconnection.

5.4.1 QF shall enter into an Interconnection Agreement with the transmission provider and shall promptly provide a copy of such Interconnection Agreement to Georgia Power in accordance with the notice provisions of Section 22.9. Georgia Power shall not be responsible under this Agreement for any costs and expenses (including overheads) incurred in connection with the design, construction, installation and maintenance of the Interconnection Facilities. QF is responsible for determining all transmission-related rules, practices and policies with which it must comply.

SECTION 6 METERING

6.1 Metering. Georgia Power shall design, locate, construct, install, own, operate and maintain meters and such other facilities, equipment and devices as Georgia Power deems necessary or appropriate to measure the amount of energy delivered by QF to Georgia Power at the Point of Delivery all in accordance with Prudent Industry Practices. QF shall be responsible for, and shall reimburse Georgia Power for all costs and expenses reasonably incurred by Georgia Power in connection with the design, construction, installation, ownership, operation, maintenance and reading of the meters and other such facilities, equipment and devices. All meters and other such facilities, equipment and devices installed by Georgia Power shall be and remain the personal property of Georgia Power. QF shall be entitled to install and maintain on its side of the Point of Delivery, at QF's expense, parallel devices, which devices may be used for purposes of verifying the accuracy of the Georgia Power metering equipment.

6.2 Payment of Cost of Metering Equipment. Within two hundred and ten (210) Days prior to RCOD, Georgia Power shall develop and provide QF an estimate of all costs and

expenses to be paid by QF under Section 6.1. Georgia Power shall obtain QF's consent thereto prior to proceeding with construction, installation or testing of metering equipment. QF shall pay such estimated costs in immediately available funds through wire transfer of funds or other means acceptable to Georgia Power within thirty (30) Business Days after its receipt of such estimate. Georgia Power shall true-up this estimate to Georgia Power's actual costs and expenses within a reasonable period of time after such actual costs and expenses are known. Such true-up as to the costs of design, construction and installation of the metering equipment shall take place no later than ninety (90) Business Days after the installation of the metering equipment has been completed. In the event that the actual costs and expenses to be paid by QF under Section 6.1 are more or less than Georgia Power's initial estimate, Georgia Power shall so notify QF and Georgia Power or QF, as the case may be, will reimburse or pay the other the difference within five (5) Business Days of such notification.

6.3 Inspection and Testing. Georgia Power shall inspect and test all meters installed by Georgia Power at such times as Georgia Power deems necessary or appropriate, but not less often than once every Annual Period. Upon reasonable written request to Georgia Power, QF may request, at its own expense, inspection or testing of any such meters more frequently than once every Annual Period. QF shall be responsible for, and shall reimburse Georgia Power for, all costs and expenses incurred by or on behalf of Georgia Power in connection with such inspections or tests. Georgia Power shall give reasonable written notice of the time and place when any meter is to be inspected or tested, and QF may have a representative present at such test or inspection.

6.4 Inaccuracies. If any seal securing the metering is found broken, if the metering fails to register, or if the measurement made by a metering device is found upon testing to vary

by more than one percent (1.0%) from the measurement made by the standard meter used in the test, an adjustment shall be made correcting all measurements of energy made by the metering during (i) the actual period when measurements were made by the metering, if that period can be determined to the mutual satisfaction of the Parties, or (ii) if the actual period cannot be determined to the mutual satisfaction of the Parties, one-half of the period from the date of the last test of the metering to the date such failure is discovered or such test is made (such period herein the "Adjustment Period"). If the Parties are unable to agree on the amount of the adjustment to be applied to the Adjustment Period, the amount of the adjustment shall be determined (a) by correcting the error if the percentage of error is ascertainable by calibration, tests or mathematical calculation, or (b) if not so ascertainable, by estimating on the basis of deliveries under similar conditions during the period since the last test. Within thirty (30) Days after the determination of the amount of any adjustment, Georgia Power shall pay QF any additional amounts then due for capacity or deliveries of energy during the Adjustment Period or Georgia Power shall be entitled to a credit against any subsequent payments for energy or capacity, as the case may be.

6.5 Loss Factor Adjustment. If and to the extent Georgia Power's meters are not measuring deliveries of energy physically at the Point of Delivery, the metered amount of energy may be adjusted for losses to or from the Point of Delivery by a loss factor determined by Georgia Power, in accordance with Prudent Industry Practices. QF will be provided with a copy of any study or analysis prepared by Georgia Power in determining such loss factor.

SECTION 7 PURCHASE AND SALE OF CAPACITY AND ENERGY

7.1 Capacity. On and after the Commencement of Service Date, QF shall commit, sell and deliver the Committed Capacity to Georgia Power and Georgia Power agrees to purchase,

accept and pay for the Committed Capacity made available to Georgia Power at the Point of Delivery in accordance with the terms and conditions of this Agreement.

7.2 Energy. On and after the Commencement of Service Date, QF shall sell and deliver to Georgia Power electric energy and Georgia Power agrees to purchase, accept, and pay for such electric energy as made available for sale to and received by Georgia Power at the Point of Delivery in each hour corresponding to the Committed Capacity of the Facility (the "Energy Contract Amount").

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

7.4 Green Credits. Georgia Power shall have no obligation to purchase the Facility's Green Credits under this Agreement. The Parties acknowledge that Green Credits relating to the Facility remain the sole and exclusive property of QF, which QF may make use of at QF's discretion.

7.5 RESERVED.

SECTION 8 CAPACITY COMMITMENT

8.1 Committed Capacity. The Committed Capacity shall be fifty eight (58) MW, unless modified in accordance with Sections 8.2 or 19.3. The Committed Capacity shall be made

available at the Point of Delivery from the Commencement of Service Date through the remaining Term of this Agreement.

8.2 Re-demonstration of Committed Capacity. Each Party shall have the right to request a Performance Test to re-determine the Facility's Committed Capacity to be performed during the period from March 15 to April 15 of each Annual Period upon ten (10) Business Days written notice to the other Party; provided, however, the Committed Capacity shall not exceed one hundred and ten percent (110%) of the Contract Capacity; provided, further, that upon consent by both Parties, such Performance Test may be performed outside the period of March 15 to April 15 of each Annual Period; provided, further, that no such Performance Test may be scheduled during any period of Scheduled Outage, Maintenance Outage, Force Majeure Event or during a Forced Outage. Notwithstanding the foregoing, upon not less than thirty (30) Days prior written notice to Georgia Power, QF, at its expense, may conduct a Performance Test to re-determine the Facility's Committed Capacity at any time during the period of nine (9) Months from the Commencement of Service Date, other than during any period of Scheduled Outage, Maintenance Outage, Force Majeure Event or during a Forced Outage.

SECTION 9 CAPACITY PAYMENTS

9.1 Calculation of Monthly Capacity Payments.

9.1.1 Subject to the terms of this Agreement, Georgia Power shall pay QF a Monthly Capacity Payment calculated in accordance with Appendix A, Section B. Except as otherwise expressly provided in this Agreement, Georgia Power shall have no responsibility for any other payments (including reimbursement for any Taxes or any other costs) to QF under this Agreement for capacity or energy.

9.1.2 Georgia Power's obligation to pay the Monthly Capacity Payment shall commence on the Commencement of Service Date.

9.1.3 For purposes of calculating the Monthly Capacity Payment during Force Majeure Events affecting Georgia Power or during a transmission outage caused by the transmission provider, QF shall be deemed to have delivered energy and capacity to Georgia Power at the level at which QF could have delivered energy and capacity had it not been for the inability of Georgia Power to accept such energy and capacity.

SECTION 10 ENERGY PAYMENTS

10.1 Calculation of Monthly Energy Payments.

10.1.1 Subject to the terms of this Agreement, Georgia Power shall pay QF a Monthly Energy Payment calculated in accordance with Appendix B.

10.1.2 Georgia Power's obligation to pay the Monthly Energy Payment shall commence on the Commencement of Service Date.

SECTION 11 ADMINISTRATION CHARGE

QF shall owe Georgia Power a Monthly Administration Charge, in dollars ($) per Month, for all costs and expenses incurred by Georgia Power during such Month in connection with (i) Georgia Power's administration of this Agreement, (ii) any Taxes, assessments or other impositions for which Georgia Power may be liable as a result of purchase of capacity and energy from QF or any other activity undertaken pursuant to this Agreement, (iii) any amounts owed to Georgia Power with respect to metering as set forth in Section 6, or (iv) which are otherwise chargeable to or to be paid by QF under a provision hereof. The Monthly Administration Charge shall initially be one hundred dollars ($100). Georgia Power may revise the amount of the Monthly Administration Charge on an annual basis and will submit any revisions to the GPSC for review.

SECTION 12 PAYMENT PROCEDURE

12.1 Capacity and Energy Billing and Payment.

12.1.1 Subject to the provisions of Section 12.2, by the tenth (10^{th}) Day of each Month following the Commencement of Service Date, QF shall send Georgia Power an invoice stating the Monthly Capacity Payment and the Monthly Energy Payment for the immediately preceding Month ("Monthly Invoice"). Such invoice shall also specify any other payments required to be made by either Party pursuant to this Agreement, and with respect to payments to be paid by QF, such payments shall be netted against payments due to QF by Georgia Power. QF shall also use commercially reasonable efforts to provide Georgia Power, by the third (3^{rd}) Business Day of each Month, a good faith preliminary estimate of the Monthly Invoice that will be sent for the immediately preceding Month pursuant to this Section 12.1.1; provided, however, that the failure of QF to provide a preliminary estimate shall not alter Georgia Power's obligations with respect to payment.

12.1.2 All Monthly Invoices shall be due and payable by Georgia Power on or before the tenth (10^{th}) Day after Georgia Power's receipt of such invoice. If such tenth (10^{th}) Day is not a Business Day, then payment shall be due on the next succeeding Business Day. Subject to the provisions of Section 12.2, Georgia Power shall make payment to QF in accordance with such invoices on or before the date due in immediately available funds, through wire transfer of funds to an account designated by QF, or other means acceptable to QF. Interest on unpaid amounts shall accrue from the date such payments were due at a rate equal to the Interest Rate. Each Monthly Invoice shall contain a statement explaining in reasonable detail how such invoice was calculated pursuant to Sections 9.1 and 10.1.

12.2 Billing Disputes and Final Accounting.

12.2.1 If Georgia Power questions or contests the amount or propriety of any payment claimed by QF to be due pursuant to this Agreement, Georgia Power shall make payment to QF of amounts not in dispute, but may withhold amounts disputed in good faith until after the settlement of such question or contest in accordance with this Section 12.2.

12.2.2 In the event Georgia Power questions or contests the correctness of any charge or credit, Georgia Power shall provide QF with written notice of such amount and the basis for Georgia Power's question or contest. QF shall promptly review the questioned charge or credit and shall notify Georgia Power of any error in QF's determination of amounts owed by Georgia Power and issue an amended invoice in the amount of any payment that Georgia Power is required to make in respect of such redetermination. If Georgia Power disputes in good faith QF's amended invoice amount, then the matter shall be resolved pursuant to the provisions of Section 21 applicable to billing disputes. To the extent QF disagrees with Georgia Power's basis for questioning the original invoice, QF shall provide a written explanation of its position.

12.2.3 QF shall have until the end of one (1) year after the date of delivery of energy under this Agreement to correct any invoice for payment due for such energy and associated capacity and deliver a corrected invoice to Georgia Power. Georgia Power shall have until the end of one (1) year after its receipt of any invoice to question or contest the correctness of any charge or credit made to Georgia Power on such invoice. If within such one (1) year period, Georgia Power has made payment under an invoice and thereafter questions or contests the correctness thereof, QF shall not be required to refund

any payment received from Georgia Power until such time as it is finally determined that QF's invoice was in error.

12.3 Interest. If either Party does not make a payment required by this Agreement when due, then interest at the Interest Rate from the date such overdue payment was due until such overdue payment, together with interest, is paid shall be added to the due payment. If either Party makes a payment pursuant to an invoice that is later determined to have been incorrect, then interest at the Interest Rate from the date such overpayment was made, together with interest, shall be added to the overpayment until such overpayment is refunded to such Party. Remittance received by mail, if mail is a means of payment acceptable to a Party owed such payment, will be accepted without interest charges if such payment is postmarked on or before the due date. If the due date of any payment falls on a Day other than a Business Day, the next succeeding Business Day shall be the last Day on which payment can be postmarked without interest charges being assessed. Notwithstanding this Section 12.3, no interest shall be paid with respect to any Monthly Availability Adjustment or Seasonal Availability Adjustment except to the extent that such Monthly Availability Adjustment or Seasonal Availability Adjustment was not correctly calculated and/or invoiced in accordance with this Agreement.

12.4 Billing and Payment Records. Each Party will, until the end of one (1) year after its receipt of any invoice, make available to the other Party, and each Party may audit, such books and records of the other Party as are necessary for such Party to verify the calculation of the Monthly Capacity Payments, the Monthly Energy Payments and any other invoice, charge or payment demand made in connection with this Agreement. Such books and records may exclude information that is proprietary or confidential to Georgia Power; provided, however, that QF

may have access to such confidential and proprietary information, exclusively for audit purposes upon the execution of a confidentiality agreement with Georgia Power.

SECTION 13 REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1 Representations, Warranties and Covenants.

13.1.1 QF makes the following additional representations, warranties and covenants as the basis for the benefits and obligations contained in this Agreement:

13.1.1.1 QF is a limited liability company, duly organized, validly existing and in good standing under the laws of the state of Delaware, that it is qualified to do business in the state of Georgia, and that it has the power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

13.1.1.2 The execution, delivery and performance of this Agreement by QF have been duly authorized by all necessary company action, and do not and will not require any consent or approval of QF's members other than that which have been obtained.

13.1.1.3 The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement, do not and will not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Legal Requirements, or any partnership agreement, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other

agreement or instrument to which QF is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing.

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

13.1.1.5 There is no pending or, to the knowledge of QF, threatened action or proceeding against QF or its affiliates before any Governmental Authority that purports to adversely affect the legality, validity or enforceability of this Agreement as in effect on the date herefor, or that reasonably could be expected to have a material adverse effect on QF's ability to perform its obligations under this Agreement.

13.1.1.6 The Facility is, and shall remain at all times during the Term, a Qualifying Facility; provided, however, if the Facility loses its QF status, the Agreement will not automatically terminate but shall be brought before the GPSC to determine the obligations of the Parties for the remainder of the Term.

13.1.1.7 There are no bankruptcy proceedings pending or being contemplated by QF or, to its knowledge, threatened against it.

13.1.1.8 No modifications to, or expansion of, the Facility that would have a material adverse effect on Georgia Power's rights or obligations

under this Agreement will occur without the prior written consent of Georgia Power.

13.1.1.9 QF will not convey, sell, lease, transfer or otherwise dispose of all or substantially all of its business or assets, whether now owned or hereafter acquired, to the extent that such conveyance, sale, lease, transfer or other disposition would have a material adverse effect on Georgia Power's rights or obligations under this Agreement without the prior written consent of Georgia Power, which consent shall not be unreasonably withheld, conditioned or delayed.

13.1.1.10 From the date of the execution of this Agreement through the end of the Term, QF covenants that from its perspective and due to any of QF's actions, Georgia Power will not be required by any Legal Requirement or any accounting standard, including but not limited to those implemented or administered by the Financial Accounting Standards Board, to consolidate QF or any of its Affiliates or permitted assigns as a VIE in Georgia Power's or any of its Affiliates' financial statements for which Georgia Power is the beneficiary. QF covenants to promptly notify Georgia Power following any determination made by QF or its independent auditor that QF constitutes a VIE in Georgia Power's or any Affiliates' financial statements for which Georgia Power is the beneficiary as a result of this Agreement considered individually or together with any other power purchase agreements between QF and Georgia Power. At the time of execution of this Agreement and prior to June 1 of each calendar year of the Term, QF shall provide Georgia Power a VIE certification form in the form of Appendix F signed by the chief financial officer of QF. Additionally, QF shall

provide to Georgia Power, at the time of execution of this Agreement, a Capital Lease certification form in the form of Appendix G signed by the chief financial officer of QF.

13.1.1.11 QF Facility shall at all times remain at or below 80 MW (net), and shall not make changes fundamentally altering the location of the Facility or the type of power generation technology, or materially reducing the capacity of the Facility, without the prior written consent of Georgia Power, which consent shall not be unreasonably delayed or withheld.

13.1.2 Georgia Power makes the following additional representations, warranties and covenants as the basis for the benefits and obligations contained in this Agreement:

13.1.2.1 Georgia Power is a corporation, duly organized, validly existing and in good standing under the laws of the state of Georgia, that it is qualified to do business in the state of Georgia, and that it has the power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

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

13.1.2.3 The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and

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

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

13.1.2.5 There is no pending or, to the knowledge of Georgia Power, threatened action or proceeding against Georgia Power or its affiliates before any Governmental Authority that purports to adversely affect the legality, validity or enforceability of this Agreement or that reasonably could be expected to have a material adverse effect on Georgia Power's ability to perform its obligations under this Agreement.

13.1.2.6 There are no bankruptcy proceedings pending or being contemplated by Georgia Power or, to its knowledge, threatened against it.

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

SECTION 14 EVENTS OF DEFAULT; REMEDIES

14.1 Default by QF. Any one or more of the following events shall constitute an Event of Default by QF and shall give Georgia Power the right, without limitation, to exercise the remedies specified in Section 14.3:

14.1.1 Except in the event of an outage scheduled in advance with Georgia Power or a Force Majeure Event, QF fails for a period of thirty (30) Days to maintain the capability of the Facility to deliver energy to Georgia Power under the terms of this Agreement and fails to promptly commence and diligently pursue to cure such default within one hundred eighty (180) Days after receipt of written demand therefor from Georgia Power.

14.1.2 Notwithstanding any other provision of this Agreement, the re-demonstrated Committed Capacity pursuant to Section 8.2 is below seventy percent (70%) of the initial Committed Capacity declared in Section 8.1, and QF fails to (i) submit to Georgia Power a cure plan reasonably acceptable to Georgia Power for failure to re-demonstrate Committed Capacity within ten (10) Days after such re-demonstration, and (ii) cure such failure to re-demonstrate Committed Capacity within a reasonable period of time not to exceed one hundred twenty (120) Days from the completion of the re-demonstration ("Cure Period"). In the event QF fails to establish such cure plan within the required ten (10) Day period or to diligently implement such cure plan (including implementation of such actions as Georgia Power may reasonably request), Georgia Power shall have the right to declare an Event of Default.

14.1.3 QF fails to perform or comply with any other material terms and conditions of this Agreement and fails to conform to said term and condition within sixty (60) Days after a demand by Georgia Power to do so.

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

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

14.1.6 Subject to Section 13.1.1.6, any representation, warranty, or covenant furnished by QF to Georgia Power is false or misleading in any material respect when made and QF fails to conform to said representation, warranty, or covenant within sixty (60) Days after a demand by Georgia Power to do so.

14.1.7 QF fails to comply or cause compliance with the QF Performance Security requirements of Section 20.1, or QF Guarantor breaches any of its obligations under the QF Guaranty or if any representation or warranty made by QF Guarantor in the QF Guaranty shall prove to be incorrect in any material respect when made, unless any of the foregoing is cured by the end of the next Business Day following receipt of a written notice from Georgia Power of a failure under this Section 14.1.7.

14.1.8 QF violates the requirements of Section 22.1 through an assignment or transfer of this Agreement or an ownership interest in the Facility or through a Change of Control Transaction.

14.1.9 QF abandons the development or construction of the Facility prior to the Commencement of Service Date.

14.1.10 QF, or any of its employees, contractors, subcontractors, agents or representatives willfully adjusts the Metering System or the Interconnection Facilities without Georgia Power's written consent and which adjustment has the effect of falsely increasing the amounts owed by Georgia Power under this Agreement.

14.1.11 QF fails to pay Georgia Power any undisputed amount payable by QF to Georgia Power pursuant to this Agreement for thirty (30) Days after the same shall have become due and payable and QF fails to cure such failure to pay within thirty (30) Days after receipt of written demand therefor from Georgia Power.

14.1.12 The Availability Percentage for a non-dispatchable Facility for either one (1) Summer Season or six (6) consecutive Months is below sixty percent (60%); provided, however, that QF may, within fifteen (15) Days after the end of such Season or six (6) Month period, as applicable, submit a cure plan that is reasonably acceptable to Georgia Power and expected to resolve the cause of the unsatisfactory Availability Percentage as soon as practicable, but in no event later than one hundred eighty (180) Days from the end of such Season or six (6) Month period, as applicable. If QF fails to submit such a cure plan in a timely manner or fails to diligently pursue implementation of the cure plan, or if the unsatisfactory Availability Percentage is not, in fact, cured by the end of the one hundred eighty (180) Day period, then Georgia Power shall have the right to declare an Event of Default. The cause of the unsatisfactory Availability Percentage shall be cured only if (i) QF is able to resume performance of its obligations under this Agreement and provides Georgia Power with a written certification reasonably acceptable to Georgia Power that the cause of the unsatisfactory Availability Percentage has been cured, and (ii) the Monthly Availability Percentage determined for the first full month following QF's receipt of such certification of successful completion of the cure plan is at least sixty percent (60%). For the purposes of this Section 14.1.12, the "Availability Percentage" for a non-dispatchable QF shall mean MWh Delivered divided by the product of Committed Capacity and Hours Available, as further described in **Appendix A**, Section C.

14.1.13 Any failure of any covenant made by QF in Section 13.1.1.10 herein, unless QF shall promptly commence and diligently pursue action to cure such failure within thirty (30) Days after notice thereof has been given to QF by Georgia Power,

(unless such cure is not capable of being effected within such thirty (30) Day period in which case QF must submit a cure plan prior to the end of such thirty (30) Day period outlining steps to assure Georgia Power that the failure will be cured, which cure plan shall be subject to Georgia Power's approval, such approval not to be unreasonably withheld by Georgia Power, but in no event shall the total cure period exceed one hundred and eighty (180) Days) and such cure removes any adverse effect on Georgia Power of such failure of such covenant; provided, however, that no Event of Default by QF shall occur pursuant to this Section 14.1.13 unless Georgia Power cooperates with QF during the cure period and takes commercially reasonable actions (without causing a material adverse effect on Georgia Power) necessary to bring about a determination by Georgia Power and its independent auditor that QF does not constitute a VIE in Georgia Power's or any of its Affiliates' financial statements for which Georgia Power is the beneficiary, as a result of this Agreement; provided, further, if VIE treatment in Georgia Power's or any of its Affiliates' financial statements for which Georgia Power is the beneficiary is created by no fault of QF and a cure cannot be effected within the cure period, Georgia Power may terminate this Agreement and QF shall not have any further liability to Georgia Power pursuant to this Agreement.

14.1.14 Any representation or warranty made by QF herein or in any certificate or other document delivered to Georgia Power pursuant hereto shall prove to be incorrect in any material respect when made, unless QF shall promptly commence and diligently pursue action to cause such representation or warranty to become true in all material respects and does so within thirty (30) Days after notice thereof has been given to QF by Georgia Power (unless such cure is not capable of being effected within such thirty (30)

Day period in which case QF shall have an additional thirty (30) Day period in which to perform such cure) and such cure removes any material adverse effect on Georgia Power of such representation or warranty having been incorrect.

14.2 Default by Georgia Power. Any one or more of the following events shall constitute an Event of Default by Georgia Power and shall give QF the right, without limitation, to exercise the remedies specified in Section 14.3:

14.2.1 Georgia Power fails to pay any undisputed amount payable by Georgia Power to QF pursuant to this Agreement for thirty (30) Days after the same shall have become due and payable and Georgia Power fails to cure such failure to pay within thirty (30) Days after receipt of written demand therefor from QF.

14.2.2 Georgia Power fails to perform or comply with any other material terms and conditions of this Agreement and fails to conform to said term and condition within sixty (60) Days after a demand by QF to do so.

14.2.3 Georgia Power shall: (i) commence a voluntary case or proceeding under any applicable Federal or state bankruptcy, insolvency, reorganization or other similar law or any other case or proceeding to be adjudicated a bankrupt or insolvent; (ii) consent to the entry of a decree or order for relief in respect of Georgia Power in any involuntary case or proceeding under any applicable Federal or state bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it; (iii) file any petition, answer or consent seeking reorganization or relief under any applicable Federal or state law; (iv) consent to the filing of any petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of Georgia Power or

of any substantial part of its property; (v) make an assignment for the benefit of creditors; (vi) admit in writing its inability to generally pay its debts as they become due; or (vii) take any action in furtherance of any of the foregoing.

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

14.2.5 Any representation or warranty furnished by Georgia Power to QF is false or misleading in any material respect when made and Georgia Power fails to conform to said representation or warranty within sixty (60) Days after a demand by QF to do so.

14.2.6 Georgia Power fails to comply or cause compliance with the Georgia Power Performance Security requirements of Section 20.3, or Georgia Power Guarantor (if applicable) breaches any of its obligations under the Georgia Power Guaranty or if any representation or warranty made by Georgia Power Guarantor in the Georgia Power Guaranty shall prove to be incorrect in any material respect when made, unless any of the foregoing is cured by the end of the next Business Day following receipt of a written notice from QF of a failure under this Section 14.2.6.

14.2.7 Georgia Power violates the requirements of Section 22.1 through an assignment or transfer of this Agreement or an ownership interest in the Facility or through a Change of Control Transaction.

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

14.3 Remedies

14.3.1 Actions by Non-Defaulting Party. If an Event of Default occurs at any time during the Term, the non-defaulting Party (the "Non-Defaulting Party") may, for so long as the Event of Default is continuing, subject to the provisions of Section 21, take one or more of the following actions: (i) establish a date (which date shall be no more than ten (10) Business Days after the Non-Defaulting Party delivers written notice of such date to the defaulting Party (the "Defaulting Party")) on which this Agreement shall terminate (the "Early Termination Date"), (ii) proceed by appropriate proceedings in accordance with this Agreement at law, in equity or otherwise, to protect and enforce its right to damages (actual or liquidated) or, where the Event of Default is one other than the failure to pay money, equitable relief, including specific performance, (iii)

immediately cease performance or withhold any payments, or both, due in respect of this Agreement; and (iv) subject to the prior rights of QF's secured lenders, in the case of an Event of Default by QF, Georgia Power may apply to any court of competent jurisdiction for the appointment of a receiver to take charge of, manage, preserve, protect, complete construction of, and operate the Facility, to make all necessary and needed repairs to the Facility, and to pay all Taxes and assessments against the Facility and insurance premiums for insurance thereof, it being hereby agreed that, upon occurrence of an Event of Default by QF, (a) Georgia Power shall be entitled to such appointment; (b) upon application by Georgia Power, the court may forthwith appoint such receiver with the usual powers and duties thereof, (c) QF consents, and QF shall not object to such appointment; and (d) appointment of a receiver under this Section shall not in and of itself terminate this Agreement.

14.3.2 Termination. In the event an Early Termination Date has been established, the Non-Defaulting Party shall in good faith calculate its Gains, Losses and Costs resulting from the termination of this Agreement, aggregate such Gains, Losses and Costs into a single net amount (the "Termination Payment"), and then notify the Defaulting Party. The Gains, Losses and Costs shall be determined by comparing the cost under this Agreement of the capacity and energy that would be available under this Agreement for the remainder of the Term had this Agreement not been terminated to the market price of capacity and energy of equivalent reliability and scheduling flexibility for the remaining Term (had this Agreement not been terminated). To ascertain such market price, the Non-Defaulting Party may consider, among other evidence, the settlement prices of New York Mercantile Exchange energy futures contracts, quotations from leading dealers in energy

swap contracts, offers for replacement capacity and energy made by bona fide third-parties (including offers received by the Non-Defaulting Party in response to any request for proposals for capacity and energy contracts), all adjusted for the length of the remaining Term (had this Agreement not been terminated) and differences in locational basis (including without limitation costs of transmission investments and transmission service), reliability, scheduling flexibility and any other considerations affecting value. Neither Party shall be required to enter into replacement transactions in order to determine the Termination Payment. If the Non-Defaulting Party's aggregate Losses and Costs exceed its aggregate Gains, the Defaulting Party shall, unless it disagrees with such Termination Payment calculation, within fifteen (15) Business Days of receipt of such notice, pay the net amount to the Non-Defaulting Party, which amount shall bear interest at the Interest Rate from the Early Termination Date until paid. If the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the Non-Defaulting Party may retain such Gains. If the Defaulting Party disagrees with the calculation of the Termination Payment, the issue shall be resolved pursuant to the provisions of Section 21 applicable to Termination Payment disputes, and the resulting Termination Payment shall be due and payable within three (3) Business Days after the award. As used in this Section 14.3.2: (i) "Costs" shall mean, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by such Party either in terminating any agreement which it has entered into to fulfill its obligations hereunder or entering into new agreements which replace this Agreement, and attorneys' fees, if any, incurred in connection with enforcing its rights under this Agreement; (ii) "Gains" shall mean, an amount equal to the economic

benefit determined on a mark to market basis (exclusive of Costs), if any, to it resulting from the termination of its obligations with respect to this Agreement; and (iii) "Losses" shall mean an amount equal to the economic loss determined on a mark to market basis (exclusive of Costs), if any, to it resulting from the termination of its obligations with respect to this Agreement.

14.4 Rights of Specific Performance. In the case of an Event of Default, the Parties recognize that any remedy at law may be inadequate because this Agreement is unique and/or because the actual damages of the Non-Defaulting Party may exceed the amount of any guaranty or other collateral available to the Non-Defaulting Party. The Parties agree that in such an event, the Non-Defaulting Party shall be entitled to pursue an action for specific performance and the defaulting Party waives all of its rights to assert as a defense to such action that the Non-Defaulting Party's remedy at law is adequate.

14.5 Limitation of Remedies, Liability and Damages. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES

AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, AND EXCEPT FOR THE PAYMENT OF LIQUIDATED DAMAGES SPECIFIED HEREIN, NEITHER PARTY NOR THEIR AFFILIATES SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE; PROVIDED, HOWEVER, THAT THIS SENTENCE SHALL NOT APPLY TO LIMIT THE LIABILITY OF A PARTY WHOSE ACTIONS GIVING RISE TO SUCH LIABILITY CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE ACTUAL DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES DO NOT CONSTITUTE A PENALTY AND ARE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL GEORGIA POWER'S LIABILITY TO QF FOR A TERMINATION PAYMENT UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE SUM OF ANY AMOUNTS THEN OWED BY GEORGIA POWER HEREUNDER PLUS THE TOTAL OF ALL REMAINING MONTHLY CAPACITY PAYMENTS FOLLOWING TERMINATION THAT WOULD HAVE BEEN PAYABLE TO QF UNDER THIS AGREEMENT HAD THE AGREEMENT REMAINED IN EFFECT THROUGH THE END OF THE TERM.

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

14.7 No Interruption. Except as otherwise provided in this Agreement, unless and until this Agreement has been terminated, neither Party shall, as a result of any breach or alleged breach by the other Party, refuse to deliver, or suspend or delay any delivery of, capacity or associated energy to be provided under this Agreement; refuse to take energy to the extent required under this Agreement; suspend, delay or refuse to make, any of the payments required under this Agreement.

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

SECTION 15 COMPLIANCE WITH LAWS

15.1 Compliance. QF represents, warrants and covenants that as of the Commencement of Service Date and for the Term, QF shall (i) be in compliance with all Legal Requirements with respect to the ownership, operation and maintenance of the Facility, including without limitation, all requirements to seek, obtain, maintain, comply with and, as necessary, renew and modify from time to time, any and all applicable certificates, licenses, permits and government approvals and all applicable environmental certificates, licenses, permits and approvals, environmental impact analysis, and if applicable, the mitigation of environmental impacts, and (ii) pay all costs, expenses, charges and fees in connection therewith.

15.2 Change of Law.

15.2.1 A "Change of Law" means a change in a Legal Requirement constituting a new environmental or tax law or regulation or a new interpretation of such law or regulation, which change is enacted after the later of the execution date of this Agreement or the filing of the application for the initial air emission permit for the Facility, and which generally affects the cost of electric generation. The term Change of Law shall exclude (i) any reallocation for NOx Allowances and (ii) any change in a Legal Requirement or accounting standard that requires Georgia Power to consolidate QF or any of its Affiliates or permitted assigns as a VIE in Georgia Power's financial statements, and (iii) the inability of QF to obtain an Air Permit that allows for the operation of the Facility for a minimum of seven thousand seven hundred sixty four (7,764) hours as required in Section 2.2. For the avoidance of doubt, the provisions of Sections 15.2.3 and 15.2.4 shall not apply to a Change of Law that has been reflected in Georgia Power's capacity and/or energy payments through the previous operation of those Sections.

15.2.2 The Parties acknowledge that, except as provided in Sections 15.2.3 and 15.2.4, the capacity and energy payments made by Georgia Power shall not be altered as a result of a Change of Law that causes either Party to incur additional costs or realize savings in carrying out its obligations under this Agreement.

15.2.3 If a Change of Law (or Cumulative Changes of Law) in the aggregate causes QF to incur additional costs that are projected to increase QF's annual costs of carrying out its obligations under this Agreement above two dollars per kilowatt ($2.00/kW) (the "Threshold Amount"), such additional costs in excess of the Threshold

Amount may be passed through to Georgia Power. QF shall notify Georgia Power of the Change of Law and QF's proposed increase in capacity or energy payments under this Agreement. For purposes of calculating the annual cost increase associated with capitalized additions or modifications to the Facility (determined in accordance with generally accepted accounting principles), the Parties will at that time establish an appropriate levelized fixed charge rate (incorporating an after-tax return of eleven percent (11.0%)) for application to the original capital cost of such additions or modifications. This calculation will represent the total cost associated with the identified addition or modification, including depreciation, carrying costs, and any other cost or expense item related to capital investments. Upon receipt of such notice, Georgia Power will within thirty (30) Days make a good faith determination whether QF's proposed price increase results from a Change of Law as specified in this Agreement. In the event Georgia Power concurs that the proposed price increase results from a Change of Law, the proposed increased rates will take effect consistent with the timing of the additional cost incurrence (but in no event earlier than the end of the thirty (30) Day period). If Georgia Power disagrees with QF's determination, such disagreement shall be resolved pursuant to the provisions of Section 21 applicable to Change of Law disputes. The results of any such dispute resolution procedures shall be retroactively applied (with interest at the Interest Rate) to reflect any such increase in QF's costs.

15.2.4 If a Change of Law (or Cumulative Changes of Law) in the aggregate causes QF to incur a reduction in costs that are projected to decrease QF's annual costs of carrying out its obligations under this Agreement by more than two dollars per kilowatt ($2.00/kW) per year, such reduction in excess of such amount will be passed through to

Georgia Power. Georgia Power may notify QF of the Change of Law and Georgia Power's proposed decrease in capacity or energy payments under this Agreement. Upon receipt of such notice, QF will within thirty (30) Days make a good faith determination whether Georgia Power's proposed price decrease results from a Change of Law as specified in this Agreement. In the event that QF concurs that the proposed price decrease results from a Change of Law, the proposed decreased rates will take effect consistent with the timing of the additional cost reduction (but in no event earlier than the end of the thirty (30) Day period). If QF disagrees with Georgia Power's determination, such disagreement shall be resolved pursuant to the provisions of Section 21 applicable to Change of Law disputes. The result of any such dispute resolution procedures shall be retroactively applied (with interest at the Interest Rate) to reflect any such reduction in QF's costs.

15.2.5 Under no circumstances can Georgia Power's determination regarding the applicability of the Change of Law provision to a proposed price increase or QF's determination regarding the applicability of the Change of Law provision to a proposed price decrease constitute an Event of Default under Section 14 of this Agreement.

15.2.6 Notwithstanding any other provision of this Section 15.2, except as provided in this Section 15.2.6, in no event shall Georgia Power be responsible to bear any costs associated with any Change of Law that, together with all prior increases and decreases in costs passed on to Georgia Power pursuant to Sections 15.2.1 through 15.2.4, exceed fifteen dollars per kilowatt ($15.00/kW) per year (hereinafter "Excess Change of Law Costs"). QF shall be solely responsible for all such Excess Change of Law Costs throughout the Term; provided, however, that QF shall have the right to

provide Georgia Power with written notice (which notice must provide supporting documentation demonstrating that QF has incurred Excess Change of Law Costs) of its election to terminate this Agreement, effective six (6) Months after the date of QF's written notice, and to receive a Termination Payment from Georgia Power as liquidated damages in the amount of one-half (1/2) of the amount identified in Table 20.1 corresponding to the year in which the effective date of the termination occurs and, in which case, following the effective date of the termination, neither Party shall have any further liability to the other Party except for any obligations incurred prior to the effective date of the termination; provided, further, that Georgia Power shall have the right to elect by written notice delivered to QF within thirty (30) Days of QF's written termination notice to accept responsibility for all valid Excess Change of Law Costs incurred by QF and, in which case, this Agreement shall not terminate and shall continue in full force and effect as so modified. If Georgia Power does not provide such written notice within such thirty (30) Day period, then Georgia Power shall be deemed to have waived such election and this Agreement shall terminate in accordance with QF's election. Following any occasion when Georgia Power elects to accept responsibility for Excess Change of Law Costs, Georgia Power shall have no responsibility to accept any further costs associated with any additional Change of Law, provided that, if QF incurs such additional Change of Law costs, QF shall have the right to re-initiate the foregoing QF election to terminate this Agreement and receive the above-stated liquidated damages, which election shall also be subject to Georgia Power's right to elect to accept responsibility for such additional costs, all in accordance with the foregoing provisions of this Section 15.2.6.

15.2.7 The term "Cumulative Changes of Law" shall mean the summation of the cost impact of all Changes of Law, regardless of whether the cost impact is an increase or decrease in costs. For example, assume that QF experiences four Change of Law occurrences over a four-year period, as follows: (1) an increase in costs of three dollars per kilowatt ($3.00/kW) per year in Annual Period 1, (2) a reduction of costs of four dollars per kilowatt ($4.00/kW) per year in Annual Period 2, (3) an increase in costs of three dollars per kilowatt ($3.00/kW) per year in Annual Period 3, and (4) an increase in costs of one dollar per kilowatt ($1.00/kW) per year in Annual Period 4. Following the first occurrence of Change of Law above, after taking into account the two dollars per kilowatt ($2.00/kW) per year threshold, QF would be entitled to recover from Georgia Power one dollar per kilowatt ($1.00/kW) per year as Change of Law costs. Following the second occurrence, the net result of the first two occurrences would be a reduction of one dollar per kilowatt ($1.00/kW) per year, which is within the two dollars per kilowatt ($2.00/kW) per year threshold; however, the one dollar per kilowatt ($1.00/kW) per year cost increase passed along to Georgia Power following the first occurrence would be eliminated. Following the third occurrence, the net result of the first three occurrences would be an increase of two dollars per kilowatt ($2.00/kW) per year, which is within the two dollars per kilowatt ($2.00/kW) per year threshold; therefore, no adjustment in payments is made. Following the fourth occurrence, the net result of the first four occurrences would be an increase of three dollars per kilowatt ($3.00/kW) per year, which is above the two dollars per kilowatt ($2.00/kW) per year threshold; therefore, QF would be entitled to recover from Georgia Power one dollar per kilowatt ($1.00/kW) per year as Change of Law costs.

SECTION 16 GPSC AND FERC APPROVALS; TAXES

16.1 GPSC: Recovery of Payments from Ratepayers. Notwithstanding any other provision of this Agreement, if Georgia Power, at any time during the Term of this Agreement is denied the authorization of the GPSC to recover from its ratepayers any or all of the payments already made or required or contemplated to be made to QF pursuant to this Agreement, Georgia Power may, at its sole option, (a) collect a lump-sum payment from QF equal to the amount of any payments already made to QF that the GPSC denied recovery of and (b) adjust the payments made under this Agreement to the amount which Georgia Power is authorized to recover from its ratepayers.

16.2 FERC: Recovery of Payments from Ratepayers. Notwithstanding any other provision of this Agreement, if Georgia Power is denied the authorization of the FERC to recover from its FERC jurisdictional customers any or all of the payments already made or required or contemplated to be made to QF pursuant to this Agreement, Georgia Power may, at its sole option, (a) collect a lump-sum payment from QF equal to the amount of any payments already made to QF that the FERC denied recovery of and (b) adjust the payments made under this Agreement to the amount which Georgia Power is authorized to recover from its FERC jurisdictional customers.

16.3 FERC: Reduction of Rates. In the event the FERC imposes a rule, regulation, order or other requirement which requires (by specific reference to this Agreement, by general order referencing all of Georgia Power's power purchase agreements, or otherwise) a reduction in the capacity and/or energy rates charged under this Agreement, QF agrees to be bound by such reduction and agrees to adjust the capacity and energy rates charged hereunder to the amounts permitted by the FERC.

16.4 Taxes.

16.4.1 QF shall pay, or cause to be paid, all Taxes on or with respect to: (i) the Facility, including its development, permitting, design, engineering, procurement, construction, testing, startup, ownership, leasing, financing, operation, and maintenance; (ii) the production and delivery of energy to be provided to Georgia Power arising, in the case of energy, prior to the time of QF's delivery of such energy to Georgia Power at the Point of Delivery.

16.4.2 Georgia Power shall pay or cause to be paid all Taxes on or with respect to: (i) energy received by Georgia Power arising at and after the time such energy is delivered by QF to the Point of Delivery, which Taxes shall include such sales, use, excise or other similar Taxes on the sale to Georgia Power and purchase from QF of capacity and energy pursuant to this Agreement.

16.4.3 Each Party shall use reasonable efforts to implement and administer the provisions of this Agreement in accordance with the intent of the Parties to minimize Taxes so long as neither Party is materially adversely affected by such efforts.

16.4.4 In the event QF is required by law or regulation to remit or pay Taxes that are Georgia Power's responsibility hereunder, QF may include such Taxes in the next Monthly Invoice and Georgia Power shall remit payment thereof in accordance with Section 12. Conversely, if Georgia Power is required by law or regulation to remit or pay Taxes that are QF's responsibility hereunder, Georgia Power may deduct the amount of any such Taxes from the sums otherwise due to QF under this Agreement. Any refunds associated with such Taxes will be handled in the same manner. Nothing herein shall

obligate or cause a Party to pay or be liable to pay any Taxes from which it is exempt under applicable Legal Requirements.

SECTION 17 INDEMNIFICATION

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

17.2 Notice of Proceedings. An Indemnified Party which becomes entitled to indemnification under this Agreement shall promptly notify the other Party of any claim or proceeding in respect of which it is to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party obligated to give such notice becomes aware of such claim or proceeding. Failure to give such notice shall not excuse an indemnification obligation except to the extent failure to provide notice adversely affects the Indemnifying Party's interests. The Indemnifying Party shall assume the defense thereof with counsel designated by the Indemnifying Party; provided, however, that if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party

reasonably concludes that there may be legal defenses available to it that are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party shall have the right to select and be represented by separate counsel, at the expense of the Indemnifying Party. If the Indemnifying Party fails to assume the defense of a claim, the indemnification of which is required under this Agreement, the Indemnified Party may, at the expense of the Indemnifying Party, contest, settle, or pay such claim; provided, however, that settlement or full payment of any such claim may be made only with the Indemnifying Party's consent or, absent such consent, written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement.

SECTION 18 INSURANCE

18.1 Georgia Power may, in its sole discretion, require QF to deliver to Georgia Power, at any time during the Term at least thirty (30) Days after the Execution Date, a certificate of insurance certifying QF's coverage under a liability insurance policy issued by a reputable insurance company authorized to do business in the state of Georgia naming QF as a named insured and Georgia Power as an additional insured. Upon commencement of operation of the Facility, the required insurance coverage shall contain a broad form contractual endorsement specifically covering liabilities arising out of or caused by the operation of the Facility or by QF's failure to maintain the Facility in satisfactory and safe operating condition.

18.2 The insurance policies providing such coverage, if required by Georgia Power, shall provide public liability insurance, including property damage, in an amount not less than $1,000,000 for each occurrence which can be exceeded by QF. The required insurance policy shall be endorsed with a provision requiring the insurance company to notify Georgia Power at least thirty (30) Days prior the effective date of any cancellation or material change in the policy.

18.3 QF shall pay all premiums and other charges due on said insurance policy and shall keep said policy in force during the Term of this Agreement.

SECTION 19 FORCE MAJEURE

19.1 Definition of Force Majeure Event. For the purposes of this Agreement, a "Force Majeure Event" as to a Party means any occurrence, nonoccurrence or set of circumstances that is beyond the reasonable control of such Party and is not caused by such Party's negligence, lack of due diligence or failure to follow Prudent Industry Practices. The term Force Majeure Event shall not include: (i) the inability to meet a Legal Requirement or the change in a Legal Requirement; (ii) a site specific strike, walkout, lockout or other labor dispute; (iii) equipment failure or equipment damage, unless such equipment failure or equipment damage results directly from an event that would otherwise constitute a Force Majeure Event hereunder; (iv) changes in market conditions that affect the cost or availability of equipment, materials, supplies or services; (v) failures of contractors, suppliers or vendors, unless such failures are caused by an event which would otherwise constitute a Force Majeure Event hereunder, if experienced by a Party; (vi) climatic temperature and humidity conditions or (vii) any event, including a change in any Legal Requirement or accounting standard, that requires Georgia Power to consolidate QF or any of its Affiliates or permitted assigns as a VIE in Georgia Power's financial statements.

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

19.2.1 give the other Party written notice of the declaration of such event and intent to invoke the provisions of this Section 19, describing the particulars of such Force Majeure Event;

19.2.2 remedy its inability to perform as soon as reasonably practicable; provided, however, that this Section 19.2.2 shall not require the settlement of any non-site specific strike, walkout, lockout or other general labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest; and

19.2.3 when the affected Party is able to resume performance of its obligations under this Agreement, provide the other Party with a written certification that the Force Majeure Event has been cured.

19.3 Adjustments to Committed Capacity. If QF suffers a Force Majeure Event that reduces the generating capability of the Facility below the Committed Capacity, QF may, upon notice to Georgia Power, temporarily adjust the Committed Capacity as provided in Sections 19.3.1 and 19.3.2. Such adjustment shall be effective the first Day immediately following Georgia Power's receipt of the notice or such later date as may be specified by QF. Any such adjustment shall be the minimum amount necessitated by the Force Majeure Event.

19.3.1 If the Facility is rendered completely inoperative as a result of a Force Majeure Event, QF shall temporarily set the Committed Capacity equal to zero (0) MW until such time as the Facility can partially or fully operate at the Committed Capacity that existed prior to the Force Majeure Event. If the Committed Capacity is zero (0) MW, no capacity payments will be made to QF.

19.3.2 If, at any time during a Force Majeure Event or during its cure, the Facility can partially or fully operate, then QF shall temporarily set the Committed Capacity at the maximum capability that the Facility can reasonably be expected to operate.

19.3.3 Upon the conclusion of the cure of a Force Majeure Event, the Committed Capacity shall be equal to the Committed Capacity that existed immediately prior to the Force Majeure Event.

19.3.4 All Monthly Capacity Payments that cover changes in the Committed Capacity as a result of a Force Majeure Event shall be adjusted pro rata to reflect the changes in the Committed Capacity.

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

19.5 Extended Force Majeure Events.

19.5.1 If a Party has reason to believe that a Force Majeure Event, which is preventing the other Party from performing its obligations hereunder, will result in a suspension of such performance for a term of six (6) Months or longer (an "Extended Force Majeure Event"), that Party may request that the other Party submit a "Force Majeure Remedy Plan," which the other Party shall submit to the requesting Party within thirty (30) Days of the request. If the Party claiming an excuse under this Section 19 has reason to believe that a Force Majeure Event is an Extended Force Majeure Event, it shall notify the other Party promptly and shall submit a Force Majeure Remedy Plan to the other Party within thirty (30) Days thereafter. The Force Majeure Remedy Plan shall set forth a course of repairs, improvements, changes to operations or other actions which should permit the affected Party to perform its obligations under this Agreement as soon as reasonably practicable.

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

19.5.3 The Party not prevented from performing its obligations due to the Force Majeure Event may at any time terminate this Agreement effective upon ten (10) Days prior written notice to the other Party if: (i) the affected Party fails to provide a Force Majeure Remedy Plan as required by this Section 19.5; (ii) the affected Party fails to carry out the Force Majeure Remedy Plan in a method reasonably designed to cause that Party to be able to perform its obligations hereunder; or (iii) the affected Party remains unable to perform its obligations hereunder twelve (12) Months following the initial suspension of performance resulting from the Force Majeure Event. For the purposes of subsection (iii) of this Section 19.5.3, the twelve (12)-month period need not be continuous if, and only if, each period of suspension of performance comprising the twelve (12)-month period is the result of a common cause such that, if the cause had been cured following the first suspension of performance, the additional suspensions of performance would not have occurred.

19.5.4 Upon termination of this Agreement as provided in Section 19.5.3, the Parties shall have no further liability or obligation to each other except for any obligation arising prior to the date of such termination.

SECTION 20 PERFORMANCE SECURITY

20.1 Eligible Collateral.

20.1.1 QF shall deliver Eligible Collateral to Georgia Power in an amount not less than the amounts shown in Table 20.1 below on the Execution Date. The Eligible Collateral shall be maintained throughout the Term.

20.1.2 In the event that a Material Adverse Change occurs in respect of QF, then within one (1) Business Day QF shall deliver to Georgia Power replacement Eligible Collateral in an amount not less than the amounts shown in Table 20.1 below corresponding to the period of time during which the Material Adverse Change occurred; provided, however, that in Georgia Power's sole discretion, based on a review of the overall circumstances of QF's Material Adverse Change, the replacement Eligible Collateral that QF is required to provide may be reduced to an amount below that stated in Table 20.1 but in no event less than fifty dollars ($50.00) per kW. Such replacement Eligible Collateral shall also be adjusted from time to time in accordance with the following Table 20.1.

TABLE 20.1

Applicable Date	Eligible Collateral $/kW
Execution Date through Term of the Agreement	Annual Period 1-20: $85/kW

20.2 RESERVED.

20.3 Georgia Power Performance Security. In the event that a Material Adverse Change occurs in respect of Georgia Power, within one (1) Business Day, Georgia Power shall deliver to QF replacement Eligible Collateral ("Georgia Power Performance Security") in an amount not less than the amounts shown in Table 20.1 above corresponding to the period of time

during which the Material Adverse Change occurred; provided, however, that in QF's sole discretion, based on a review of the overall circumstances of Georgia Power's Material Adverse Change, the replacement Eligible Collateral that Georgia Power is required to provide may be reduced to an amount below that stated in Table 20.1 but in no event less than fifty dollars per kW ($50/kW). Such replacement Eligible Collateral shall also be adjusted from time to time in accordance with the foregoing Table 20.1.

20.4 Supplemental Collateral, Replacement Collateral, Release of Collateral.

20.4.1 Supplemental Collateral. Upon any increase of the amount of replacement Eligible Collateral pursuant to Section 20.1, 20.2 or 20.3, the Party responsible for posting any increase in replacement Eligible Collateral shall deliver such amount to the beneficiary Party within one (1) Business Day after determination that such increase is due.

20.4.2 Replacement Collateral, Release of Collateral. Upon any reduction of the amount of replacement Eligible Collateral pursuant to Section 20.1, 20.2 or 20.3, the beneficiary thereof shall upon two (2) Business Days written request by the other Party release any replacement Eligible Collateral that is no longer required. In the event of a Material Adverse Change in respect of a Party, the choice of any replacement Eligible Collateral provided by such Party may be selected from time to time by such Party, and upon receipt of substitute Eligible Collateral, the holder of the Eligible Collateral for which substitution is being made shall promptly release such Eligible Collateral. Following any termination of this Agreement, the Parties shall mutually agree to a final settlement of all obligations under this Agreement, which such period shall not exceed six (6) Months from such termination date, and after such settlement, any remaining

replacement Eligible Collateral posted by a Party that has not been drawn upon by the other Party pursuant to its rights under this Agreement shall be returned to such Party. Any dispute between the Parties regarding such final settlement shall be resolved according to the applicable procedures set forth in Section 21.

20.5 Draws, Replenishment. A Non-Defaulting Party may draw upon the Eligible Collateral or Georgia Power Performance Security, as the case may be, provided by the other Party following the occurrence of an Event of Default by such other Party or pursuant to the other provisions of this Agreement in order to recover any damages to which such Non-Defaulting Party is entitled to under this Agreement. In the event of such a draw, then, except in the circumstance when the Non-Defaulting Party establishes an Early Termination Date pursuant to Section 14.3 or this Agreement otherwise terminates, the Defaulting Party shall within two (2) Business Days replenish any replacement Eligible Collateral to the full amount required by Sections 20.1, 20.2 or 20.3, as applicable.

20.6 Reporting. QF shall promptly notify Georgia Power of any circumstance that results in QF's failure to be in compliance with the Eligible Collateral requirements of this Section 20. From time to time, at Georgia Power's written request, QF shall provide Georgia Power with such evidence as Georgia Power may reasonably request to demonstrate that QF and any QF Guarantor, QF Guaranty, Letter of Credit or Security Account is in full compliance with this Agreement.

SECTION 21 DISPUTE RESOLUTION

21.1 Notice. Either Party ("Aggrieved Party") shall have the right to give notice to the other Party ("Noticed Party") that the Noticed Party is not performing in accordance with the terms and conditions of this Agreement. Such notice shall describe with specificity the basis for the Aggrieved Party's belief and may describe the recommended options to correct the failure.

21.2 Dispute Resolution, Arbitration.

21.2.1 Except as otherwise provided in Section 14.5, any dispute or claims arising under this Agreement that cannot be resolved by the Parties through negotiation by the Parties' managers within thirty (30) Days after notice of such dispute or claim shall be referred to senior executives (president or a vice president) of the Parties for resolution, which executives shall have the authority to decide or resolve the matter in dispute. If such senior executives are unable to resolve any such dispute or claim to the mutual satisfaction of the Parties within thirty (30) Days after such matter has been referred to such senior executives by the Parties' managers, then any such dispute or claim shall be resolved in accordance with Section 21.2.2.

21.2.2 In the event the Parties are unable to resolve a dispute as provided in Section 21.2.1, (a) the Parties agree to arbitrate those disputes described in the Subsections 21.2.2.1 using the procedures provided in such subsection, and (b) in the case of any dispute that is not described in the Subsection 21.2.2.1, either Party may pursue its rights and remedies available under other provisions of this Agreement.

21.2.2.1 In the event the dispute concerns the calculation of a Termination Payment pursuant to Section 14.3.2, or a billing dispute under Section 12.2, then the Parties agree to arbitrate such dispute in accordance with the following procedures:

21.2.2.1.1 At the request of either Party upon written notice to the other Party (a "Demand"), the dispute shall be finally settled by binding arbitration before a single arbitrator in accordance with the Expedited Procedures of the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association ("AAA") then in effect, except as modified herein. The Demand must

include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party, the amount in controversy and the requested relief accompanied by all relevant documents supporting the Demand.

21.2.2.1.2 The arbitration shall be held in Atlanta, Georgia and shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1 et seq.

21.2.2.1.3 Unless the Parties otherwise agree, the arbitrator selected shall have a reasonable degree of expertise in the subject matter of the dispute, shall not have provided services to either Party or any of their respective Affiliates within the last five (5) years and shall be selected from a national panel of potential arbitrators.

21.2.2.1.4 The award shall be in writing (stating the award and the reasons therefore) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy between the Parties regarding any claims, counterclaims, issues, or accountings presented to the arbitrator. The arbitrator shall be authorized in his or her discretion to grant pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction. Each of the Parties hereby consents to service of process by registered mail at its address set forth herein and agrees that its consent to service of process by mail is made for the express benefit of the other Party.

21.2.2.1.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

21.2.2.1.6 Unless otherwise ordered by the arbitrators, each Party shall bear its own costs and fees, including attorneys' fees and expenses. The Parties expressly agree that the arbitrators shall have no power to consider or award any form of damages barred by Section 14.5, or any other multiple or enhanced damages, whether statutory or common law. With respect to the disputes covered by Section 21.2.2.1, the Parties, to the fullest extent permitted by law, hereby irrevocably waive and exclude any rights of application or appeal or rights to state a special case for the opinion of the courts or any other recourse to the court system other than to enforce the Parties' agreement to resolve disputes in accordance with this Section 21.

21.2.2.1.7 EACH PARTY UNDERSTANDS THAT IT WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY SECTION 21.2.2

SECTION 22 MISCELLANEOUS

22.1 Assignment.

22.1.1 QF. QF may not assign this Agreement or any portion thereof to any Person without the prior written consent of Georgia Power. Any proposed assignee of this Agreement shall (i) agree to assume assignor's obligations hereunder, and (ii) deliver to Georgia Power such assurances regarding its creditworthiness and its ability to perform all obligations of QF hereunder, as Georgia Power may reasonably request. Any assignment of this Agreement made in compliance with the preceding sentences shall constitute an acceptance and assumption of such obligations by the assignee, a novation of the assignee in place of QF with respect to such obligations (and any related interests so transferred), and a release and discharge by Georgia Power of QF from, and an

agreement by Georgia Power not to make any claim for payment, liability, or otherwise against QF with respect to, such obligations from and after the effective date of the assignment; provided, however, QF may, without the consent of Georgia Power, assign this Agreement to a lender for collateral security purposes in connection with any financing or the refinancing of the Facility; provided, further, that such collateral assignment shall not place any limitation on Georgia Power's rights under this Agreement or expand the liability, risks or obligations imposed on Georgia Power under this Agreement. In connection therewith, Georgia Power agrees to execute a written consent to such collateral assignment should lender request such an assignment.

22.1.2 Georgia Power. Georgia Power may not assign this Agreement or any portion thereof to any Person other than a Creditworthy Affiliate who is subject to the jurisdiction of the GPSC without the prior written consent of QF, which consent shall not be unreasonably conditioned, delayed or withheld.

22.1.3 Other Restrictions. QF agrees that, without the prior written consent of Georgia Power, there will be no (a) assignment or transfer of any interest in the Facility, (b) Change of Control Transaction with respect to QF, or (c) delegation by QF of the operational responsibility for the Facility.

22.1.4 General Requirements. Any consent required by Sections 22.1.1, 22.1.2 or 22.1.3 shall not be unreasonably withheld, conditioned or delayed; provided, however, that neither Party shall be required to accept any limitation of its rights under this Agreement or expansion of the liability, risks or obligations imposed on it under this Agreement. It shall be a condition of any assignment, transfer, Change of Control Transaction or other disposition with respect to this Agreement and/or the Facility that all

security required under Section 20.1 shall remain in place notwithstanding such disposition, or that replacement security in form, substance and amount in full compliance with this Agreement or otherwise reasonably acceptable to Georgia Power shall have been provided prior to such disposition.

22.2 Georgia Power's Agent. Wherever this Agreement requires QF to provide information, schedules, notice or the like to, or to take direction from, Georgia Power, QF shall provide information, schedules, notice or the like to, or receive from, Georgia Power or such agent of Georgia Power as Georgia Power may direct from time to time.

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

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

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

22.6 No Affiliate Liability. Notwithstanding any other provision of this Agreement, no Affiliate of QF or Georgia Power (including without limitation any Affiliate of Georgia Power acting as Georgia Power's agent where Georgia Power's agent is given certain authorities pursuant hereto) shall have any liability whatsoever for any party's performance, nonperformance or delay in performance under this Agreement.

22.7 Time of Essence; No Waiver. Time is of the essence of this Agreement. Neither Georgia Power's nor QF's failure to enforce any provision or provisions of this Agreement shall

in any way be construed as a waiver of any such provision or provisions as to any future violation thereof, nor prevent it from enforcing each and every other provision of this Agreement at such time or at any time thereafter. The waiver by either Georgia Power or QF of any right or remedy shall not constitute a waiver of its right to assert said right or remedy, at any time thereafter, or any other rights or remedies available to it at the time of or any time after such waiver.

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

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

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

Attention: William Houser
Project Manager
Resource Policy & Planning

and if given to QF shall be addressed to:

GRP Franklin, LLC
2100 Southbridge Parkway
Suite 585
Birmingham, Alabama 35209

Attention: Dave Shaffer
President, Chief Operating Officer

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

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

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

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

22.13 Interpretation. In this Agreement, unless the context otherwise requires, the singular shall include the plural and any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "hereof," "herein," "hereto" and "hereunder" and words of similar import when used in this Agreement shall, unless otherwise expressly specified, refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the term "including" is used herein in connection with a listing of items included within a prior reference, such listing shall be interpreted to be illustrative only, and shall not be interpreted as a limitation on or exclusive listing of the items included within the prior reference. Any reference in this Agreement to "Section" or "Appendix" shall be references to this Agreement unless otherwise stated, and all such Appendices shall be incorporated into this Agreement by

reference. Unless specified otherwise, a reference to a given agreement or instrument, and all schedules, exhibits, appendices and attachments thereto, shall be a reference to that agreement or instrument as modified, amended, supplemented and restated, and in effect from time to time. Unless otherwise stated, any reference in this Agreement to any entity shall include its permitted successors and assigns, and in the case of any Governmental Authority, any person succeeding to its functions and capacities.

22.14 Governing Law. The validity, interpretation and performance of this Agreement, and each of its provisions, shall be governed by the laws of the state of Georgia, without giving effect to the principles of conflict of laws.

22.15 Confidentiality.

22.15.1 The Parties acknowledge that portions of this Agreement contain Confidential Information and may require the Parties to disclose additional Confidential Information to one another. Each Party agrees that: (i) for a period of five (5) years from the date hereof for Confidential Information contained in this Agreement; and (ii) for a period of five (5) years from the date of disclosure for additional Confidential Information disclosed during the Term, it will not, without the written consent of the other Party or as otherwise provided herein, disclose to any third party (other than to Affiliates of the disclosing Party or consultants and advisors to such Affiliates and the disclosing Party who need to know such information in connection with the performance of their duties or services for such Affiliates or the disclosing Party), such portions of this Agreement, or the terms or provisions hereof, or any additional Confidential Information disclosed pursuant to such Party's performance of this Agreement and identified as Confidential Information at the time of such disclosure, except to the extent that

disclosure to a third party is required by law, or by a court or by an administrative agency having jurisdiction over the disclosing Party.

22.15.2 The Parties agree to seek confidential treatment of the Confidential Information in this Agreement from the GPSC, but acknowledge that certain terms, conditions and provisions of this Agreement will need to be disclosed in connection with the application for a GPSC Certificate. No assurance or commitment is made regarding the ability of Georgia Power to obtain the requested confidential treatment in that proceeding or otherwise.

22.15.3 The Parties agree to seek confidential treatment of the Confidential Information in this Agreement from FERC, but acknowledge that certain Confidential Information may be made publicly available by FERC.

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

22.16 Severability. In the event any term or provision of this Agreement or the application thereof to any person, entity, or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, QF and Georgia Power have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

GRP FRANKLIN, LLC,
a Delaware limited liability company,

"QF"

By: J Raymond Bean
Name: _____
Title: _____

Date: _____, 2015

GEORGIA POWER COMPANY,

"Georgia Power"

By: _____
Name: Kenneth D. Coleman
Title: Senior Vice President - Marketing

Date: June 15, 2015

APPENDIX A

ANNUAL CAPACITY RATES

The "Annual Capacity Rate" for each Annual Period shall be as follows:

Table A-1
Annual Capacity Rate

Annual Payment Period	($/kW-year)
1	$0.00
2	$0.00
3	$0.00
4	$0.00
5	$0.00
6	$0.00
7	$0.00
8	$0.00
9	$0.00
10	$0.00
11	$0.00
12	$0.00
13	$0.00
14	$0.00
15	$0.00
16	$0.00
17	$0.00
18	$0.00
19	$0.00
20	$0.00
21	$0.00
22	TBD**
23	TBD**
24	TBD**
25	TBD**
26	TBD**
27	TBD**
28	TBD**
29	TBD**
30	TBD**

*Annual Payment Period is based on the calendar year.
**Price to be determined when QF re-registers for current market pricing in effect at the culmination of the full term of the price schedule.

The Annual Capacity Rate shall include all fixed costs, including without limitation, fixed operation and maintenance charges.

A. Capacity Payment.

For each Month, the capacity payment ("Monthly Capacity Payment") shall equal the sum of the Committed Capacity multiplied by the Annual Capacity Rate (from Table A-1), which shall then be multiplied by the Monthly Capacity Payment Factor (from Table A-2). In the event that Georgia Power's obligation to purchase the Committed Capacity begins on a Day other than the first Day of a Month or Seasonal Performance Period, the calculation of the Monthly Capacity Payment (and separate fixed operation and maintenance charge, if any), Monthly Availability Adjustment and Seasonal Availability Adjustment, as appropriate, will be determined on a pro rata basis.

Table A-2
Monthly Capacity Payment Factor

January	0.09
February	0.03
March	0.03
April	0.03
May	0.03
June	0.16
July	0.16
August	0.16
September	0.16
October	0.03
November	0.03
December	0.09

B. Seasonal Availability Adjustment:

QF guarantees a minimum Seasonal availability percentage ("Seasonal Availability Percentage" or "SAP") of ninety-six percent (96%) determined separately for each Seasonal Performance Period.

The SAP for each Season will be computed as follows for the Facility:

$$SAP = \frac{\text{MWh Delivered}}{\text{Committed Capacity} * (\text{Hours Available})}$$

"Hours Available" shall mean hours in the Season less hours associated with (i) Scheduled Outages (ii) Maintenance Outages (iii) Force Majeure Events, and (iv) events of Unavailability to the extent they are directly caused by the acts or omissions of Georgia Power.

"MWH Delivered" shall mean all electric energy delivered to Georgia Power at the Point of Delivery from the Facility in accordance with this Agreement. Solely for purposes of computing

SAP, MWh Delivered in any hour may not exceed the Committed Capacity.

Within ten (10) Days after the conclusion of a Season, a SAP shall be calculated and an adjustment ("Seasonal Availability Adjustment") shall be made to the amounts paid by Georgia Power to QF for Committed Capacity (and the separate fixed operation and maintenance charge, if any) for the most recently completed Seasonal Performance Period, taking into account and truing up any Monthly Availability Adjustment (pursuant to Section C of this Appendix A) with respect to the Months of such Season. For each Season, the Seasonal Availability Adjustment shall be determined as follows:

For a SAP of at least sixty percent (60%) but less than ninety-six percent (96%), the weighted capacity payment (and the separate fixed operation and maintenance charge, if any) for the Season in which the availability shortfall occurs shall be reduced by a factor of one and one-half percent (1.5%) for each one percent (1%) of SAP shortfall below ninety-six percent (96%). In the event the SAP is less than sixty percent (60%), there will be no capacity payment (and no separate fixed operation and maintenance charge) for that Season. There will be no reduction in capacity payments (and the separate fixed operation and maintenance charge, if any) for a SAP of greater than or equal to ninety-six percent (96%).

C. Monthly Availability Adjustment

(a) First Month of a Season.

Following the first Month that QF has an obligation to deliver energy pursuant to this Agreement, and following each of the first Months of each Season during the Term, Georgia Power shall calculate an availability percentage for such Month ("Monthly Availability Percentage" or "MAP"), determined in the same manner as the SAP and utilizing the applicable SAP formula for the Season in which such Month occurs. The Monthly Capacity Payment shall be adjusted ("Monthly Availability Adjustment") based on the MAP as follows:

For a MAP of at least sixty percent (60%) but less than ninety-six percent (96%), the weighted Monthly Capacity Payment for the Month in which the availability shortfall occurs shall be reduced (a) for any summer Season Month by a factor of fifty percent (50%) of one and one-half percent (1.5%) for each one percent (1%) of shortfall, and (b) for any winter Season Month by one and one-half percent (1.5%) for each one percent (1%) of shortfall. In the event the MAP is less than sixty percent (60%), the Monthly Capacity Payment (and the separate fixed operation and maintenance charge, if any) for that Month shall be (a) twenty-five percent (25%) of the Monthly Capacity Payment for any Summer Season Month (and the separate fixed operation and maintenance charge, if any) that would otherwise be payable, and (b) no capacity payment for any Winter Season Month (and no separate fixed operation and maintenance charge).

(b) Second and Remaining Months of a Season.

A MAP shall be calculated for the second and each of the remaining Months of a Season, other than the last Month. Following each Month of a Season, an average MAP for the elapsed Months of the Season shall be calculated utilizing the applicable SAP formula for the Season in which such Months occur in order to determine the Monthly Availability Adjustment for the cumulative elapsed Months of such Season. The Monthly Availability Adjustments previously made in

respect of such Season shall be trued up based on such average MAP for the elapsed Months of such Season. After the last Month of each Season, the Monthly Capacity Payments made in respect of such Season shall be trued up as part of the SAP calculation and resulting Seasonal Availability Adjustment (Section B of this Appendix A).

APPENDIX B

MONTHLY ENERGY PAYMENT CALCULATION

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

MEP = MDE * ER

Where:

MDE = the Monthly Delivered Energy is the amount of electric energy, in megawatt-hours (MWh), delivered by QF from the Facility to Georgia Power at the Point of Delivery during any given Month pursuant to this Agreement.

ER = the Avoided Energy Rate defined below:

$85.24/MWh for a non-dispatchable facility escalating at 1.51% per year.

Annual Payment Period	($/MWh)
1	$85.24
2	$86.52
3	$87.83
4	$89.16
5	$90.51
6	$91.88
7	$93.26
8	$94.67
9	$96.10
10	$97.55
11	$99.03
12	$100.52
13	$102.04
14	$103.58
15	$105.14
16	$106.73
17	$108.34
18	$109.98
19	$111.64
20	$113.33
21	$115.04
22	TBD**
23	TBD**
24	TBD**
25	TBD**
26	TBD**
27	TBD**
28	TBD**

29	TBD**
30	TBD**

**Price to be determined when QF re-registers for current market pricing in effect at the culmination of the full term of the price schedule.

2) Excess Energy Calculation:* $\frac{(102.5\%) \times \text{Contract Capacity}}{\text{Committed Capacity}}$

*NOTE: This calculation indicates the amount of excess energy Georgia Power is obligated to purchase at the Monthly Energy Payment amount. Any additional energy purchased from a non-dispatchable Facility above this calculation is purchased at the standard Avoided Energy Cost.

APPENDIX C

FORM OF GUARANTY

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

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

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

WHEREAS, the Guarantor qualifies as a QF or Georgia Power_Guarantor as the case may be under the Agreement and this Guaranty qualifies as Eligible Collateral under the Agreement; and

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

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

ARTICLE 1 - DEFINITIONS

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

ARTICLE 2 - GUARANTY

2. *Guaranty.* Guarantor hereby unconditionally and irrevocably guarantees to the Beneficiary and its successors and assigns, the prompt and full payment and performance of any and all obligations of the Company to the Beneficiary when due, whether by acceleration or otherwise, with such interest as may accrue thereon, under the Agreement or under any other documents or instruments now or hereafter evidencing, securing or otherwise relating to the Agreement (the "Guaranteed Obligations"). If Company fails to pay or perform any Guaranteed Obligation, then Guarantor will immediately pay for or perform or cause the performance of such obligation upon demand by the Beneficiary.

3. *Guaranty Absolute.* (a) The Guarantor absolutely guarantees that the Guaranteed Obligations will be paid and performed strictly in accordance with the terms of the Agreement, regardless of any law or regulation now or hereafter in effect in any jurisdiction affecting any of

such terms or the rights of the Beneficiary with respect thereto. This Guaranty constitutes a guarantee of payment and performance and not of collection. The obligations of the Guarantor hereunder are several from the Company or any other person, and are primary obligations concerning which the Guarantor is the principal obligor. The liability of Guarantor under this Guaranty shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against the Company or any other person, nor against securities or liens available to the Beneficiary, its successors or assigns. The liability of the Guarantor under this Guaranty shall be irrevocable, absolute and unconditional irrespective of, and the Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to, any or all of:

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

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

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

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

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

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

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

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

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

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

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

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

(b) The Guarantor hereby unconditionally and irrevocably waives any defense based on any right of set-off or counterclaim against or in respect of the obligations of the Guarantor hereunder; provided, however, that Guarantor shall have the same defenses available to the Company with respect to any payment obligations arising under the Agreement, except for defenses arising out of bankruptcy, insolvency, dissolution or liquidation of the Company.

5. *Subrogation.* Notwithstanding any payment or payments or performance made by the Guarantor hereunder, the Guarantor hereby irrevocably waives any and all rights of subrogation to the rights of the Beneficiary against the Company and any and all rights of reimbursement, assignment, indemnification or implied contract or any similar rights (including without limitation any statutory rights of subrogation under Section 509 of the Bankruptcy Code, 11 U.S.C. § 509) against the Company or against any other guarantor of all or any part of the

Guaranteed Obligations until such time as the Guaranteed Obligations have been indefeasibly paid or performed in full. If, notwithstanding the foregoing, any amount shall be paid to the Guarantor on account of such subrogation or similar rights at any time when all of the Guaranteed Obligations shall not have been indefeasibly paid in full, such amount shall be held by the Guarantor in trust for the Beneficiary and shall be turned over to the Beneficiary in the exact form received by the Guarantor, to be applied against the Guaranteed Obligations in such order as the Beneficiary may determine in its sole discretion.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

The Guarantor hereby represents and warrants as follows:

1. *Organization.* The Guarantor is a *[_____]* duly organized, validly existing and in good standing under the laws of the State of *[_____]*.

2. *Authorization; No Conflict.* The execution and delivery by the Guarantor of this Guaranty, and the performance by the Guarantor of its obligations hereunder (i) are within the Guarantor's *[_____]* powers, (ii) have been duly authorized by all necessary *[_____]* action, (iii) do not contravene its *[_____]* or any law or regulation applicable to or binding on the Guarantor or any of its properties and (iv) do not require the consent or approval of any person which has not already been obtained or the satisfaction or waiver of any conditions precedent to the effectiveness of this Guaranty that have not been satisfied or waived.

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

4. *No Bankruptcy Proceedings.* There are no bankruptcy proceedings pending or being contemplated by Guarantor or, to its knowledge, threatened against it.

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

ARTICLE 4 - MISCELLANEOUS

1. *Continuing Guaranty; Assignment.* This Guaranty is a continuing guaranty and shall (i) remain in full force and effect until [_____], (ii) consistent with the terms hereof, apply to all Guaranteed Obligations whenever arising, (iii) be binding upon the Guarantor, its successors and assigns, and (iv) inure to the benefit of, and be enforceable by, the Beneficiary and its permitted assignees hereunder. The Beneficiary may not assign or delegate its rights or obligations under this Guaranty without the prior written consent of the Guarantor, which consent shall not be unreasonably delayed or withheld. The Guarantor may not assign or delegate

its rights or obligations under this Guaranty without (x) the prior written consent of the Beneficiary, which consent may be withheld in the Beneficiary's sole discretion, and (y) a written assignment and assumption agreement in form and substance reasonably acceptable to the Beneficiary. Without prejudice to the survival of any of the other agreements of the Guarantor under this Guaranty, the agreements and obligations of the Guarantor contained in Section 4.4 (with respect to enforcement expenses) and the last sentence of Section 2.2(a) shall survive the payment in full of the Guaranteed Obligations and all of the other amounts payable under this Guaranty.

2. *Notices.* All notices, requests, demands and other communications which are required or may be given under this Guaranty shall be in writing and shall be deemed to have been duly given when actually received if (a) personally delivered; (b) transmitted by facsimile, electronic or digital transmission method; or (c) if sent by certified or registered mail, return receipt requested. In each case notice shall be sent:

(i) if to the Beneficiary:

[Company, address, c/o person]

(ii) if to the Guarantor:

[Company, address, c/o person]

or to such other place and with such other copies as the Beneficiary or the Guarantor may designate as to itself by written notice to the other pursuant to this Section 4.2. Delivery by facsimile of an executed counterpart of a signature page to any amendment or waiver of any provision of this Guaranty shall be effective as delivery of an original executed counterpart thereof.

3. *Delay and Waiver.* No failure on the part of the Beneficiary to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

4. *Expenses.* The Guarantor agrees to pay or reimburse the Beneficiary and any permitted assignees of the Beneficiary on demand for its reasonable costs, charges and expenses (including reasonable fees and expenses of counsel) incurred in connection with the enforcement of this Guaranty or occasioned by any breach by the Guarantor of any of its obligations under this Guaranty should Guarantor be required to pay under this Guaranty.

5. *Entire Agreement; Amendments.* This Guaranty and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings in respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions

of this Guaranty and any such agreement, document or instrument, the terms, conditions and provisions of this Guaranty shall prevail. This Guaranty may only be amended or modified by an instrument in writing signed by each of the Guarantor and the Beneficiary and any permitted assignees of the Beneficiary.

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

7. *Governing Law; Consent to Jurisdiction.* (a) This Guaranty shall be construed and interpreted, and the rights of the parties determined, in accordance with the law of the State of [Georgia], without giving effect to principles of conflicts of law that would require the application of the laws of another jurisdiction.

(a) Each party hereto irrevocably and unconditionally (i) agrees that the exclusive jurisdiction for any suit, action or other legal proceeding arising out of this Guaranty shall be brought in the United States District Court for the Northern District of Georgia or in any Georgia State court of general jurisdiction in Fulton County, Atlanta, Georgia; (ii) consents to the jurisdiction of any such court in any such suit, action or proceeding; and (iii) waives any objection which such party may have to the laying of venue of any such suit, action or proceeding in any such court.

(b) THE GUARANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO, THIS GUARANTY, OR THE ACTIONS OF THE BENEFICIARY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

8. *Severability.* Any provision of this Guaranty that shall be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized representative as of the day and year first above written.

[Company]

By: _____
Name:
Title:

APPENDIX D
FORM OF LETTER OF CREDIT

_____ 20__

[Name and Address
of Beneficiary]

Dear Sirs:

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

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

Delivery of such demands and such certificates shall be made on any day which is a business day for us at or prior to 5:00 p.m. (Atlanta time) at our office located at _____ or at any other office in the United States of America which may be designated by us in a written notice delivered to you. If such demand and such certificate are received at either such office, all in strict conformity with the terms and conditions of this Standby Letter of Credit, on or prior to the expiration date hereof, we hereby agree with you that we will duly honor the same within three (3) business days of such presentation. Notwithstanding the foregoing, Beneficiary may demand payment under this Standby Letter of Credit by telecopy or e-mail when promptly confirmed by written demand; however, actual disbursement of funds pursuant to a demand presented by telecopy or e-mail shall not occur until we are presented with the original Standby Letter of Credit.

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

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

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

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

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

Yours very truly,

[ISSUING BANK]

ANNEX 1

CERTIFICATE

Re: Contract for the Purchase of Firm Capacity and Energy dated _____, 20__ between [Name of Account Party] ("[Account Party]") and [Name of Beneficiary] ("[Beneficiary]") (the "PPA").

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

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

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

or

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

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

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

[BENEFICIARY]

By:_____
Title:

By:_____
Title:

ANNEX 2

INSTRUCTION TO ASSIGN IN ENTIRETY

_____, 20___

_____

_____

_____

Re: Irrevocable Standby Letter of Credit No.

Gentlemen:

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

(Name of Assignee)

(Address)

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

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

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

Very truly yours
[Beneficiary]

By:_____
Title:

By:_____
Title:

APPENDIX E

QF and Georgia Power acknowledge that QF has elected not to receive levelized capacity payments pursuant to Section 7.5.

APPENDIX F

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

AGREEMENT – Standard Contract for the Purchase of Firm Capacity and Energy From a Renewable Qualifying Facility Utilizing the Proxy Unit Methodology dated _____ ___, 20__ between Georgia Power Company ("Georgia Power"), and GRP Franklin, LLC ("QF") (the "Agreement"). Capitalized terms used herein shall have the meaning assigned in the Agreement.

The undersigned individual, being the Chief Financial Officer of QF and having responsibilities for financial accounting matters associated with the Agreement, hereby certifies that the Agreement most likely WILL (_____)/WILL NOT (_____) require the QF, at any time over the proposed Agreement Term, to deconsolidate on its books and records any assets, liabilities, cash flow, profits or losses of QF where Georgia Power is determined to be the primary beneficiary. My determination of the most likely accounting treatment of this transaction results from my personal consideration of FASB Interpretation Number 46(R), Consolidation of Variable Interest Entities, as amended from time to time, and the following factual matters:

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

_____Yes
_____No (please explain)

QF qualifies for one of the scope exceptions listed in paragraph 4 of FASB Interpretation Number 46(R), Consolidation of Variable Interest Entities, as amended from time to time.

_____Yes (please explain)
_____No (please explain)

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

_____Yes
_____No

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

_____Yes
_____No

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

_____Yes
_____No

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

_____Yes
_____No

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

_____Yes
_____No

The Facility represents 50% or less of the fair value of the proposed QF's total assets.

_____Yes
_____No

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

_____Yes
_____No

Confirmation

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

By:

Title:

Company:

Date:

APPENDIX G

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

AGREEMENT – Standard Contract for the Purchase of Firm Capacity and Energy From a Renewable Qualifying Facility Utilizing the Proxy Unit Methodology dated _____ ___, 20__, between Georgia Power Company ("Georgia Power"), and GRP Franklin, LLC ("QF") (the "Agreement"). Capitalized terms used herein shall have the meaning assigned in the Agreement.

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

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

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

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

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

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

The QF understands that Georgia Power will rely upon this certification, and that Georgia Power may require further documentation supporting this certification.

Confirmation

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

By:

Title:

Company:

Date:

APPENDIX H

PERFORMANCE TESTING PROCEDURES

1. Objective

The purpose of this Appendix H is to provide an agreed upon method for the determination of Commercial Operation pursuant to Section 2.5.1, and the Committed Capacity pursuant to Section 8.2 (the "Performance Test"). Consistent, past performance of the Facility in reliably meeting the Committed Capacity shall be deemed as acceptable demonstration of the capability of the Facility. During the Performance Test, the Facility's actual net plant output will be corrected to Reference Conditions at the Site.

2. Operating Conditions

During the Performance Test, the Facility will be operated within the normal design limits, consistent with continuous operation, in compliance with all permit requirements, and in accordance with Prudent Industry Practices, as confirmed by available unit operating data. The unit will be operated with routine control set points at normal full load conditions for the duration of the test. Blowdown flows, makeup flows, steam turbine extractions, station service and all auxiliary systems will be operated in a routine mode as appropriate for the actual ambient conditions existing during the test period.

3. Testing

On the date of the Performance Test, the Facility shall be brought to normal full load output capacity. The test shall be scheduled between the weekday hours of 11:00 a.m. and 7:00 p.m. local time. During the test period, data shall be collected for a minimum of four (4) hours at normal full load output capability. Data shall be collected at least once every 10 minutes during four consecutive one hour test runs. If the results of one test run vary by more than 0.5% from the average of all test runs, then the reason for the discrepancy shall be investigated and resolved, or the test run will be discarded. The results of all valid test runs will then be averaged. Four consecutive one hour test runs with none of the test runs deviating by more than 0.5% from the average of the four test runs shall constitute the "Commercial Operation Performance Test." To the extent that the Facility experiences difficulty or unreliability during any test or its historical operating records show difficulty or unreliability during testing of the Facility, Georgia Power may request that QF perform additional testing of the Facility at QF's expense in order to demonstrate to Georgia Power's reasonable satisfaction the reliability of the Facility.

Upon completion of the Commercial Operation Performance Test, the Project shall be deemed to have satisfied Section 2.5.1(i) of the Agreement provided the capacity determined under the Commercial Operation Performance Test is greater than or equal to the minimum capacity level set forth in Section 14.1.2. Thereafter, the Committed Capacity shall be adjusted pursuant to Section 8.2.

Testing will be performed using existing installed plant instrumentation, however, Georgia Power has the right to request calibration certification or validation by ASME performance test code quality instruments of key unit controls and performance data inputs. Instruments and data points that must be operational and in good working order during the tests include: net unit electrical output, generator power factor, station service power, steam turbine throttle temperature and pressure, steam turbine extraction flow, ambient dry bulb temperature, ambient relative humidity, and any other parameters used in the correction of measured output to reference conditions. All Performance Test activities will be conducted by, or under the supervision of, QF and its contractors. Georgia Power shall have the right to have a representative present to witness Performance Tests conducted pursuant to this Agreement. Each Party will notify the other of its intent to conduct any test with a six (6) Business Day advanced written notice.

Actual net output of the Facility will be metered with the Metering System. No commercial test tolerances or measurement uncertainties will be applied to test results.

4. Reduction of Data

Actual tested capacity during each one test run will be adjusted to the Reference Conditions, using correction curves provided by QF or its engineer in accordance with the following equation:

Maximum Dependable Capability = Actual Net Output x Fwetblb x Fpf

where,

Actual Net Output = Average net Facility output delivered to the Georgia Power interface measured during the test conducted at normal full load.

Fwetblb = correction factor for dry bulb temperature and relative humidity from actual conditions to Reference Conditions.

Note: This correction is necessary to correct unit output for changes in cooling tower performance and its effect on condenser pressure.

Fpf = correction for variations in power factor from actual test conditions to Reference Conditions.

Committed Capacity = Average of Maximum Dependable Capability from all valid test runs (58 MW/79 MW).

APPENDIX I

THE SITE

The Site shall be defined as:

The land, rights-of-way and related equipment and facilities of the approximately 79 MW electric generating plant known as GRP Franklin Renewable Energy Facility located in Franklin County on 3645 Highway 198 in the city of Carnesville, Georgia, 30521.