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November 29, 2023

Ms. Sallie Tanner
Executive Secretary
Georgia Public Service Commission
244 Washington Street, S.W.
Atlanta, GA 30334

Re: Georgia Power Company's Distributed Generation Customer-Connected Solar Program; Docket 43107

Dear Ms. Tanner:

In its July 29, 2019 Order Adopting Stipulation As Amended in Docket No. 42310 ("Final IRP Order") regarding Georgia Power Company's ("Georgia Power") 2019 Integrated Resource Plan, the Georgia Public Service Commission (the "Commission") approved a 50 megawatt ("MW") customer-sited distributed generation ("DG") program. Georgia Power designed the Customer-Connected Solar Program ("CCSP") to procure a 50 MW portfolio of DG solar photovoltaic resources sized greater than one kilowatt but not more than three MW. On May 26, 2020, the Commission issued an Order in Docket No. 43107 approving CCSP but reduced the megawatts to be procured for the CCSP from 50 MW to 25 MW, with the remaining 25 MW to be procured through a second iteration of the Renewable Energy Development Initiative (REDI) Customer-Sited DG program.

In its December 7, 2021 Order, the Commission approved and deemed certified the first DG CCSP Power Purchase Agreement ("PPA"). Because the facility capacity has increased from 1000 kW to 1500 kW an amendment to the DG CCSP PPA is necessary. A copy of Amendment #1 to the DG CCSP PPA is attached as Attachment A.

Georgia Power hereby requests that the Amendment to the PPA be approved. Please call me at (404) 885-3779 if you have any questions regarding this filing.

Sincerely,

Allison W. Pryor

Allison W. Pryor

Attachment

Georgia Power Company's Amendment # 1 to the Distributed Generation Customer-Connected Solar Program Power Purchase Agreement by and between Georgia Power Company and American Family Life Assurance Company of Columbus GPC- #05002

This Amendment #1 to the Distributed Generation Customer-Connected Solar Power Purchase Agreement ("**Amendment**") is entered as of the Effective Date by and between Georgia Power Company ("**Georgia Power**") and American Family Life Assurance Company of Columbus ("Customer"). Georgia Power and Customer may be hereinafter referred to individually as a "Party" and collectively as the "Parties." Unless otherwise defined herein, each capitalized term used in this Amendment without definition has the meaning set forth in the Distributed Generation Customer-Connected Solar Power Purchase Agreement ("**PPA**").

W I T N E S S E T H

WHEREAS, the Parties previously entered into the PPA (GPC-05002) on [November 23, 2021 regarding the purchase and sale of all of the Solar Output from Customer's Facility as described in Appendix A of the PPA; and

WHEREAS, Customer and Georgia Power desire to amend the PPA as set forth herein.

NOW, **THEREFORE**, in consideration for the promises, mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to modify the PPA as follows:

1.1. Appendix A of the PPA is hereby amended as follows:

☐ Section 1A: Customer Information. Customer's name or business form has changed and should be modified as follows:

Prior Customer Name: _____

Prior Form of Business: _____

New Customer Name: _____

New form of Business: _____

If Customer's Name has changed, the name of the counterparty identified in the recital paragraph and all other references where "Customer" is identified will also be changed.

☐ Section 1B: [Contractor / Solar Financing Agent] Information. [Contractor/Solar Financing Agent]'s name or business form has changed and should be modified as follows:

Prior [Contractor/Solar Financing Agent] Name: _____

Prior Form of Business: _____

New [Contractor/Solar Financing Agent] Name: _____

New form of Business: _____

☒ Section 2: Facility Description (*PPA Section 1*):

☐ Facility's Service Address. The Facility's Service address, which was required to be submitted at the time of Application, has been further refined and should read as follows:

Street Address _____

City, State, Zip Code _____

☒ Facility Size is revised as follows:

1,500 kW AC at unity power factor

☐ Section 5: Notice (PPA Section 17(k)): The Customer Notice Party for the PPA is hereby amended and replaced with the following:

Customer Name: _____

Attention: _____

Street Address: _____

City, State, Zip Code: _____

Email: _____

Phone Number: _____

1.2. If Customer's Creditworthiness has changed, Customer now does or does not need to post Performance Security as follows:

☐ Customer is Creditworthy. Appendix C does not apply to Customer and Customer does not need to post Performance Security.

☐ Customer is not Creditworthy. Customer must comply with the terms, conditions, and post Eligible Collateral in the amounts specified in Appendix C.

1.3. As provided in Section 14(a) of the PPA, in recognition of Georgia Power's administrative burden resulting from multiple amendments requested by Customer, and subject to Section 14(b)(iii), Customer agrees that each amendment requested by Customer will be subject to the payment by Customer to Georgia Power of a fee of two thousand five hundred dollars ($2,500), which must be paid by Customer prior to Georgia Power's execution.

☐ Customer must pay Georgia Power $2,500.

1.4. This Amendment will be construed in connection with and as a part of the PPA, and all terms, conditions, and covenants contained in the PPA, except as herein modified, will be

and will remain in full force and effect. The Parties hereto agree that they are bound by the terms, conditions, and covenants of the PPA as amended hereby.

1.5. Each Party represents as to itself that the execution and delivery of this Amendment has been duly authorized by all necessary company action; has been duly and validly executed and delivered; is not subject to any consent or approval that has not been obtained; and this Amendment constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms.

1.6. This Amendment may be executed simultaneously in two or more counterparts and exchanged by electronic transmission or as a scanned image (e.g., .pdf or .tiff file extension) attached to an email, each of which is deemed an original but both of which together constitute one and the same instrument. An electronic or scanned signature is an original signature for all purposes.

1.7. The validity, interpretation, and performance of this Amendment and each of its provisions are governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, Customer and Georgia Power, intending to be bound hereby, have caused this Amendment to be executed by their authorized representatives.

CUSTOMER

Company Name: American Family Life Assurance Company of Columbus

Name (Please print): Alfred Blackmar

Title: VP, Facilities

Signature: Alfred Blackmar

Date: 11/15/2023

GEORGIA POWER COMPANY

Name (please print): Raul Rodriguez

Title: Distributed Generation Supervisor

Signature:

Effective Date: 11/16/2023