HIGH-LEVEL SUMMARY OF SUBSTANTIVE REVISIONS TO THE CARES 2025 RFP DOCUMENTS
(Based on Bidder Comments During the Comment Period)

Summary of Revisions to the CARES 2025 RFP Document			
No.	**Section**	**Revision**	**Explanation**
1.	Definitions: Short-Term Network Service Curtailed Energy and Short-Term Network Service Curtailment	New defined terms added.	Because these terms are used in the PPAs, the definitions were added to the Schedule of Defined Terms to the RFP Document.
2.	Definition: Species of Special Concern	Revised definition.	This definition was revised to eliminate ambiguity and provide more specificity as requested by Bidders.
3.	Section 4.3 (Bid Fee) and Section 6.4 (*Unique Bids*)	Revised Table detailing Bid Fees.	Bidders who choose to submit Bids for PPAs that are identical in all respects but with different RCODs will only have to pay one Bid Fee.
4.	Section 8.7.3 (*Return of Bid Security*) and Section 8.7.4 (*Conversion of Bid Security to Performance Security*)	Revised the date by which Bid Security is returned.	The date for GPC to return Bid Security has been revised to align with the changes discussed below that delay the required date for Sellers under a PPA/BTA to supply Performance Security.
5.	Exhibit A (*Additional Project Information*)	Revised various Project requirements.	GPC revised a number of the Project requirements to add clarity and flexibility in response to Bidder comments.
6.	Exhibit B (*Interconnection and Delivery Requirements*): Sections 2.5, 3.5 and 4.4 (*Delivery Impacts*)	Delayed the timing for the delivery of Upgrade Security and spread the amount required over an extended period of time.	In response to Bidder comments, and consistent with the approach in the 2023 RFP, Upgrade Security is now required as follows, instead of the full amount being due upon execution of an Awarded Contract: (i) 25% within 30 Days after the Commission issues the Certification Order; (ii) 25% 1 year after the Commission issues the Certification Order; and (iii) 50% 2 years after the Commission issues the Certification Order.

			In response to Bidder comments and to help them plan for the amount of Upgrade Security due (if any), GPC has provided Bidders with a $/MW figure based on the amount of Upgrade Security that was provided (when required) for the 2023 RFP winning Bidders.

	Summary of Revisions to the CARES 2025 Pro Forma PPAs (Energy Only; Energy with Storage and CFE-ATC)		
No.	**Section**	**Revision**	**Explanation**
1.	Definitions: Change of Control Transaction; Financing Assignment; Reorganization Transaction; Ultimate Parent Entity	Revisions to defined term and addition of new defined terms.	GPC modified certain definitions and added new ones in connection with several changes to the assignment and change of control provisions of the pro forma PPAs. *See Item No. 9 below*.
2.	Section 2.4 (*Grid Improvements*)	Changes to amounts of Upgrade Security required over time. Changed 10 Business Days to 20 Business Days for Seller to update required Upgrade Security.	GPC reduced the amount of Upgrade Security required earlier and allowed for more time for Seller to update the amount of the Upgrade Security if required.
3.	Section 2.5.1 (*Liquidated Delay Damages*)	Changed $44/MWh to: • $21/MWh for PPAs with Levelized Pricing; • $35/MWh for PPAs with Escalating Pricing.	In response to Bidder comments, GPC has reduced the $/MWh rate for delay liquidated damages in the event a Facility is late in achieving COD by the Required Commercial Operation Date.
4.	Section 2.5.3 (*Performance Security Draws*)	Allow Seller an opportunity to pay delay liquidated damages before GPC would draw on the Performance Security.	Several Bidders requested that they be given an opportunity to pay delay liquidated damages before GPC would draw on the Performance Security to recover any amounts owed. GPC will only draw on the Performance Security if a Seller does not pay delay liquidated damages owed within 5 Business Days after receipt of an invoice.
5.	Section 4.10 (*Energy Forecasting*)	Deleted.	GPC deleted this Section requiring Seller's to provide daily and annual energy forecasting. GPC will perform this function.

6.	Section 4.12 (*AGC*)	Revised language.	GPC revised this Section to require that any recommendations by GPC to Seller's AGC remediation plan be commercially reasonable.
7.	Section 4.16 (*Cybersecurity*)	Require Seller to address any impacts that may arise as a result of a Cyber Security Incident.	To the extent that certain components are or may be affected by a Cyber Security Incident, GPC requires that the Seller address any impacts to the Facility and GPC. *See also*, Section 14.3 (*Indemnity*)
8.	Section 5 (*Performance Security*)	Delayed time period for Seller to provide Performance Security.	In response to Bidder comments and consistent with the 2023 RFP, GPC has delayed the timing for Seller to provide Performance Security from on the Effective Date of the PPA to 7 Days prior to the anticipated date that the Commission will file the Certification Order. Consistent with the RFP Document and the BTA, Sellers should provide draft Eligible Collateral for GPC's review prior to it being delivered.
9.	Section 18.1 (*Assignment; Transfers and Changes of Control*)		GPC removed the Financial Assignment provision from the no assignment provision (Section 18.1.1) and moved it to its own Section (Section 18.2). This separation helps in understanding and managing the specific requirements and conditions for Financial Assignments independently from other types of assignments. GPC made revisions to the change of control provision to exclude internal changes of control within an organization that do not adversely affect GPC. For these transactions, GPC consent and Commission approval are not required. GPC also modified this language to remove the restriction on Seller's transferring an interest in the Facility.
10.	Section 18.3 (*Reimbursement of GPC's Costs*)	Reduced assignment consent fee.	GPC reduced the assignment consent fee from $25,000 to $15,000. This reduction aims to make the process more accessible and less burdensome for parties involved.
11.	Section 18.7.1 (*Non-Disclosure*)	Added parties to whom a Party can disclose information.	GPC expanded the parties to whom a Party can disclose Confidential Information to include actual or potential investors, financing parties and subcontractors.
12.	Exhibit P (*Tariff Changes; IRA Changes*)	Revised date to establish baseline and expanded the number of parties that may be affected for Seller to claim relief.	GPC revised the date to establish the baseline for potential changes from the Effective Date of the contract to the Bid Due Date. This will enable Sellers to seek price adjustments for changes in tariffs and the IRA that occur after the submit their Bids (but before December 31, 2026). GPC also expanded the right of Seller to seek adjustments to the PPA pricing resulting from changes in tariffs and changes in the IRA to the extent such changes affect not just Seller, but any owners of an interest in Seller.

	Summary of Additional Revisions to the CARES 2025 Pro Forma PPA (Energy with Storage)		
No.	**Section**	**Revision**	**Explanation**
1.	Definitions: Seller Curtailment; Seller Firm Transmission Curtailment; Southern Transmission Interface; Southern Transmission Territory	Deleted definitions.	Given that the Facility must be interconnected to the Southern Company Transmission System, these definitions are no longer applicable. *See also conforming revisions to Sections 2.3.2 (Commercial Operation), 2.3.4 (Milestone Schedule), 6.2.5 (Telemetry), 7.8 (Determination of Amounts of Delivered Energy), 8.3 (Seller Curtailed Energy) and prior Section 8.5 (Transmission and Delivery Responsibilities of Seller)*.
2.	Section 8.5 (*Effect of Insufficient Capability in the Transmission System*)	Added a new provision.	This new clause has been added to hold the Seller harmless from meeting GPC's AGC Setpoint signals if the Southern Company Transmission System is unable to receive Discharging Energy from the Storage Device.

	Summary of Additional Revisions to the CARES 2025 Pro Forma PPA (CFE-ATC)		
No.	**Section**	**Revision**	**Explanation**
1.	Definitions: Short-Term Network Service Curtailed Energy and Short-Term Network Service Curtailment	Added new definitions.	These concepts have been added to the CFE-ATC to be consistent with other PPAs.
2.	Definition: Third-Party Caused Transmission Curtailment	Deleted definition.	Given that the Facility must be interconnected to the Southern Company Transmission System, this definition is no longer applicable.
3.	Section 2.5.1 (*Liquidated Delay Damages*)	Changed $75/MWh to: • $21/MWh for PPAs with Levelized Pricing;	In response to Bidder comments, GPC has reduced the $/MWh rate for delay liquidated damages in the event a Facility is late in achieving COD by the Required Commercial Operation Date. This amount is now consistent with the other pro foma PPAs.

		• $35/MWh for PPAs with Escalating Pricing.	
4.	Section 8.3 (Seller Curtailed Energy)	Updated the table.	The table has been updated to align with the fact that the Facility must only be interconnected to the Southern Company Transmission System.
5.	Section 8.5 (*Effect of Insufficient Capability in the Transmission System*)	Added a new provision.	This new clause has been added to hold the Seller harmless from meeting GPC's AGC Setpoint signals if the Southern Company Transmission System is unable to receive Discharging Energy from the Storage Device.
6.	Section 12.1.12 (*Failure to Comply with Environmental Products or Electrical Products Obligations*)	Correction.	This provision was written incorrectly and has been corrected, consistent with the other PPAs.
7.	Exhibit J (*Performance Metrics and Performance Requirements*)	Added language to be consistent with updates to the Energy with Storage PPA.	If agreed by the members of the Operating Committee, the RMSE requirement of 5 may be relaxed based on performance factors that affect the RMSE.

	Summary of Revisions to the CARES 2025 Pro Forma BTA		
No.	**Section**	**Revision**	**Explanation**
1.	Section 1.9 (*Grid Improvements*)	Changes to timing for delivery of Upgrade Security.	Consistent with the changes to the PPAs, GPC allowed for Upgrade Security to be phased in over a 2-year period (as opposed to being due upon the Effective Date of the BTA) and allowed for more time for Seller to update the amount of the Upgrade Security if required.
2.	Section 4.1.1 (*Initial Performance Security*)	Extended the time to provide Performance Security.	GPC has delayed the timing for Seller to provide the Initial Performance Security from on the Effective Date of the BTA to 7 Days prior to the anticipated date that the Commission will file the Certification Order. This revision is consistent with the changes made in the RFP Document and the PPAs.
3.	Exhibit A; Table A-1.5-A	Added amounts for Performance Security and Termination Amounts.	These values have been included and are consistent with the PPAs.

4.	Exhibit A; Table A-1.5-6	Added amounts for delay liquidated damages.	These values have been included and are consistent with the 2023 RFP.
5.	Exhibit A-3	Added requirements applicable to the Minimum Technical Requirements	These requirements have been included here and are in addition to the Minimum Technical Requirements on the IE Website.
6.	Exhibit S (*Performance Guarantees; Testing and Commissioning*)	Requirements added.	This Exhibit includes requirements for Performance Testing and Performance Guarantees for both the Renewable Resource and, if applicable, the ESS.
7.	Exhibit AA (Tariff Changes; IRA Changes)	Added formula for purposes of determining price adjustment resulting from Tariff Changes and IRA Changes.	GPC has included a formula that is aligned in concept with the same formula used in the PPAs.