Clean And Renewable Energy Subscription – Economic Development Customer Agreement

This Clean And Renewable Energy Subscription Economic Development ("**CARES**") Customer Agreement (the "**Agreement**") is entered into by and between _____, a [state of organization] [type of entity] ("**Customer**") and Georgia Power Company, a Georgia corporation ("**Georgia Power**") (each a "**Party**" and collectively the "**Parties**").

RECITALS

Customer receives electric service or has executed a Request for Electric Service and intends to receive electric service from Georgia Power at the premises listed in Appendix A, each of which has been selected by Customer to participate in the CARES Program (collectively, the "**CARES Premises**"); and

Customer is eligible for and desires to subscribe to Georgia Power's CARES Program as further described in the CARES-1 tariff and CARES Program filing approved by the Georgia Public Service Commission ("**Commission**") in Docket No. 44160. Unless otherwise defined in this Agreement, all capitalized terms have the meanings ascribed to them in the CARES-1 tariff.

AGREEMENT

Subject to Georgia Power's Rules and Regulations for Electric Service and the tariff schedules of Georgia Power, and in consideration of the promises and of the mutual covenants herein set forth, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, Georgia Power and Customer, each intending to be legally bound, hereby agree as follows:

1. Subscription Level.

    1.1. Customer agrees to purchase a subscription pursuant to the CARES-1 tariff and the terms of this Agreement. Subject to adjustment pursuant to Section 1.4, the subscription level for this Agreement is set at [___] MW ("**Subscription Level**") and represents Customer's allocated portion of the CARES Portfolio (i.e., [XX.XXXX]% of the CARES Portfolio), and may be adjusted from time to time during the Term in accordance with Section 1.2 so as not to exceed Customer's verified load. Given Customer's estimated load ramp as of the Effective Date, the Subscription Level will be phased in on a quarterly basis over the course of the first year of the Term according to the Subscription Level Ramping Schedule attached as Appendix C. The renewable facilities included in and supplying the CARES Portfolio will be identified and included in the Commission's certification proceeding for the supplying power purchase agreements.

1.2. Beginning with the first quarter after the Term Commencement Date and each quarter thereafter during the first year of the Term, Georgia Power will review Customer's Subscription Level and its verified customer load during the prior quarter ("**Review Period**"). If Customer was unable to obtain its verified customer load to support Customer's Subscription Level during the Review Period, Georgia Power will reevaluate Customer's then-current and projected load to determine whether the Subscription Level should be reduced so that Customer's Subscription Level does not exceed the level permitted under the CARES-1 tariff. If Georgia Power determines a reduction is necessary, the Subscription Level may be reset at the reduced amount for the remaining duration of the Term, as defined in Section 4.

1.3. If Customer cannot sustain its customer load to support Customer's Subscription Level at one or more CARES Premises during the Term due to unforeseeable events or circumstances beyond Customer's reasonable control, not caused by Customer nor the result of Customer's negligence ("**Customer Force Majeure Event**"), and if Customer (i) gives notice of such Customer Force Majeure Event to Georgia Power as promptly as is practical after its occurrence, and (ii) provides Georgia Power with documentation supporting Customer's efforts to overcome or mitigate the effect and duration of such Customer Force Majeure Event, then Customer may be allowed to suspend its participation in the CARES Program and its obligation to pay the CARES-1 tariff rate under this Agreement to the extent and for the duration of the Customer Force Majeure Event for the impacted CARES Premises; provided, however, in no event may such Customer Force Majeure Event suspension endure for a period longer than one hundred eighty (180) days. If a Customer Force Majeure Event permanently reduces or eliminates the customer load to support the Subscription Level at one or more CARES Premises, or continues for more than 180 days, Customer must provide notice of termination for the impacted CARES Premises pursuant to Section 8 of this Agreement. In such event, Georgia Power will reallocate Customer's Subscription Level to Customer's remaining CARES Premises pursuant to Section 7 of this Agreement, if possible, or reduce Customer's Subscription Level.

1.4. Despite anything in Section 1.1 to the contrary, Customer acknowledges that Customer's Subscription Level may increase as a result of one or more other customers enrolled in the CARES Program declining all or a portion of their allocated subscription level under their customer agreement, resulting in a redistribution of capacity within the CARES Portfolio. Customer's Subscription Level will be adjusted accordingly to reflect Customer's adjusted allocation of the total capacity within the CARES Portfolio among the remaining customers in the CARES Program. However, in no event will Customer's Subscription Level be adjusted to be more than [___] MW. Georgia Power will notify Customer in writing of any such adjustment within fifteen (15) days after it occurs and will provide Customer

with a new Appendix B and Appendix C (if applicable) that reflects Customer's revised Subscription Level. Upon Customer's receipt, this Agreement will be automatically amended, without further action of the Parties, to incorporate this new Appendix B and Appendix C (if applicable).

2. Pricing.

2.1 Customer agrees to Variable Pricing Option pursuant to the CARES-1 tariff.

2.2 Customer may elect to add an optional community adder fee ("**Optional Community Adder Fee**") to Customer's pricing. If selected, Customer agrees to pay a fixed price of [$_____] per MWh, in addition to their CARES Variable Price. Funds generated from the Optional Community Adder Fee will be used to fund a dedicated community-based program under a separate agreement to be entered into between Georgia Power and Customer.

2.3 Despite anything to the contrary in Section 2.1 or the CARES-1 tariff, Customer acknowledges that as of the Effective Date the CARES Portfolio price includes costs related to potential changes in certain tariffs and laws that may occur after the Effective Date that impact the renewable facilities supplying the CARES Portfolio. To the extent Georgia Power does not incur these costs, Georgia Power will adjust Customer's CARES Portfolio price to account for any savings.

Georgia Power will provide written notice to Customer of any adjustment to the Customer's CARES Portfolio price pursuant to this Section within thirty (30) days after final determination with each renewable facility supplying the CARES Portfolio.

3. Renewable Production.

3.1. The renewable production available to fill Customer's subscription will be based upon the energy delivered from the CARES Portfolio. Customer's Subscription Level will determine the portion of the CARES Portfolio production used to determine Customer's CARES monthly amount under the CARES-1 tariff. Customer expressly assumes the risk that the CARES Portfolio may not generate energy. If one or more renewable facilities supplying the CARES Portfolio is unable to produce output in a given month due to a forced outage, Georgia Power will use good faith efforts to notify Customer of such occurrence within a commercially reasonable time. Customer acknowledges that Georgia Power neither warrants, covenants, nor assumes any liability for, production of energy from the CARES Portfolio nor guarantees the production of the CARES Portfolio.

3.2. If one or more renewable facilities supplying the CARES Portfolio fails to produce output in a given month due to a force majeure event ("**Supplier Force Majeure Event**"), Georgia Power will notify Customer of such Supplier Force Majeure Event within a commercially reasonable time and may subsequently adjust Customer's CARES Portfolio Price, Hourly Credit, Subscription Level, and renewable energy credits ("**RECs**") for its share of the CARES Portfolio production, on a pro-rata basis with all other participating customers, for the duration of the Supplier Force Majeure Event.

4. Term. This Agreement will commence on the Effective Date. Beginning on the first day of the month following the date that the first renewable facility in the CARES Portfolio achieves commercial operation ("**Term Commencement Date**"), Customer will subscribe to the CARES-1 tariff rate for [(___) years] ("**Term**"), unless otherwise terminated by Customer in accordance with Section 8. Georgia Power will not charge or credit Customer under the CARES-1 tariff, or this Agreement until the Term begins.

5. Payment and RECs.

5.1. Customer will pay Georgia Power the CARES Variable Price, as defined in the CARES-1 tariff, for its Subscription Level. Customer's Subscription Level and CARES Portfolio Price, which is calculated consistent with the terms and conditions provided in the CARES-1 tariff, are set forth in Appendix B.

5.2. Georgia Power will retire the RECs produced from Customer's share of the CARES Portfolio on behalf of Customer. Once retired, Customer may make renewable energy usage claims for RECs retired on their behalf. Georgia Power will use its Customer Attestation Form to memorialize the REC retirements, unless Customer elects to register and retire its RECs, at Customer's expense, in a nationally accredited environmental attribute tracking registry ("**Registry**") that will certify and provide a unique serial number for each REC. If Customer elected to register and retire its RECs through a Registry and at Customer's request, Georgia Power will provide monthly statements of the number of RECs retired, and provide an annual statement, by March 31 of each calendar year, of the retired RECs, which will include each REC's unique serial number, with the Registry, production date, retirement date, and, if applicable, proof of retirement on behalf of Customer. Georgia Power does not guarantee the production of, nor the corresponding quantity of RECs generated from, the renewable facilities included in the CARES Portfolio.

5.3. During the Term, Georgia Power will deliver to Customer, and Customer will receive from Georgia Power, energy pursuant to the Georgia Power retail electric service tariff in which Customer participates for the CARES

Premises. Except as provided in Section 6 of this Agreement, the charges imposed on Customer under the CARES-1 tariff do not replace or modify the charges incurred by Customer under the retail electric service tariff in which Customer participates. Customer will not take title, or have any direct right, to any of the energy produced by the CARES Portfolio, all of which will be conveyed to Georgia Power under power purchase agreements with the renewable facilities included in the CARES Portfolio. Georgia Power will retire the RECs in accordance with Section 5.2 of this Agreement, and except as to any renewable energy usage claims Customer may make, Georgia Power will retain all energy, capacity, and other attributes and benefits associated with the renewable facilities included in the CARES Portfolio.

6. Rates and Credits. All rates and credits applicable to Customer will be assessed and paid as provided in the CARES-1 tariff and Customer's existing retail electric service tariff on file with the Commission, as such tariffs exist on the Effective Date or as may hereafter change. All charges and credits as provided in the CARES-1 tariff will be stated as a line item on Customer's monthly electric bill.

7. CARES Premises.

   7.1. Georgia Power will allocate credits to the CARES Premises according to Customer's selected allocations identified in Appendix A.

   7.2. If Customer never receives or terminates electric service at one or more of the CARES Premises, Georgia Power, at Customer's election, will transfer that portion of Customer's CARES subscription to a different CARES Premises or other eligible Customer premises receiving electric service from Georgia Power, so long as such transfer does not result in Customer's Subscription Level exceeding the level permitted under the CARES-1 tariff. If all or any portion of the Customer's CARES subscription is transferred to a different premises during the Term in accordance with this Section 7.2, such premises will thereafter be deemed a "CARES Premises" for purposes of this Agreement.

   7.3. Customer must request and obtain Georgia Power's written consent for any other change or transfer related to the CARES Premises. If Georgia Power grants such written consent to transfer a portion of Customer's subscription to another qualifying Customer premises receiving electric service from Georgia Power, such premises will thereafter be deemed a "CARES Premises" for purposes of this Agreement.

   7.4. If a transfer or change of Customer's subscription is approved under Section 7.2 or 7.3, Georgia Power and Customer will modify the CARES Premises identified in Appendix A and amend this agreement to effectuate the change. In no event will a transfer of any portion of Customer's subscription

to an eligible premises under this Section 7 result in an increase to Customer's Subscription Level.

8. Early Termination. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-hundred eighty (180) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to the Net Present Value of the remaining cost of the Customer's pro-rata share of the PPA from the CARES Portfolio above avoided cost for the remaining years of the contract. Customer also acknowledges and understands that it may not re-subscribe the CARES qualifying customer load to the CARES Program offerings, or any subsequent Company renewable subscription programs, until the date the Agreement would have otherwise terminated but for Customer's exercising its rights under this Section 8. A Customer termination of this Agreement pursuant to this Section 8 will not alter, modify, suspend, or terminate electric service received by Customer pursuant to the retail electric service tariff in which Customer participates.

9. Terms and Conditions. The terms and conditions of the CARES-1 tariff (or its successor), as approved by the Commission, are incorporated by reference into this Agreement. If a conflict arises between this Agreement and the CARES-1 tariff, the tariff controls. Georgia Power reserves the right to modify this Agreement, or the CARES-1 tariff to incorporate changes or amendments as approved by the Commission. Georgia Power will notify Customer of any such changes to the CARES-1 tariff or this Agreement. The effectiveness of this Agreement is conditioned on the Commission's certification of sufficient resources in the CARES Portfolio to supply the CARES Program. If any of the resources in the CARES Portfolio are not certified by the Commission, or if after Certification, any of the resources in the CARES Portfolio drop out or are removed from the CARES Portfolio, Georgia Power will determine the cumulative program capacity equal to the capacity of the certified, or then-current, resources and adjust the Subscription Level pro rata for Customer and all other customers participating in the CARES Program.

10. Assignment. Customer may not assign this Agreement or any of the CARES Program rights, obligations or benefits to any other person or entity without Georgia Power's prior approval, such approval not to be unreasonably withheld; provided, however, such other person or entity must: (i) meet and comply with all of the requirements of the CARES Program then in effect and (ii) agree to assume, in writing delivered to Georgia Power, all of Customer's duties and obligations under this Agreement. Any attempted assignment without the Company's written authorization will be null and void and construed to have no legal effect.

11. Trade Secret and Personal Data. Georgia Power may provide this Agreement, and any Customer information provided by Customer to Georgia Power in support of this Agreement, to the Commission as necessary to meet the Company's

regulatory obligations. Customer information that Customer provides to Georgia Power that is marked as trade secret or confidential, as applicable, will be treated as trade secret and confidential by Georgia Power.

12. Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder must be in writing and will be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally-recognized overnight courier (receipt requested); (iii) on the date sent by electronic transmission (including by e-mail) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, or (iv) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Unless a Party has designated a different officer or address for itself by written notice to the other hereunder, such communications will be sent to the respective Party as follows:

    If to Georgia Power:

    Georgia Power Company
    [Title]
    [Bin Number]
    241 Ralph McGill Blvd.
    Atlanta, Georgia 30308
    Email: [_____]

    If to Customer:

    [Customer Name]
    Attention: [_____]
    [Address Line 1]
    [Address Line 2]
    [City], [State] [Zip Code]
    Email: [_____]

13. No Third-Party Benefit. Nothing in this Agreement will be construed to create any duty, obligation, or liability of Georgia Power or Customer to any person not a party to this Agreement.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties may exchange counterparts of this Agreement as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; a scanned signature is an original signature for all purposes. The execution of this Agreement by electronic means shall be deemed to constitute an effective execution of this Agreement. The "**Effective Date**" is the date on which the last Party signs this Agreement, as shown below.

15. Governing Law. The validity, interpretation, and performance of this Agreement, and each of its provisions, will be governed by the laws of the state of Georgia without giving effect to principles of conflicts of law that would require the application of laws of another jurisdiction. The Parties agree that the state and federal courts, as applicable, of the state of Georgia will have exclusive jurisdiction for the resolution of disputes under this Agreement and the Parties consent to such jurisdiction.

16. Waiver. A waiver by either Party of any of its rights with respect to the performance of any of the other Party's obligations in this Agreement will not be deemed a waiver of the performance of any other obligation in this Agreement, nor will it be construed as a waiver to the same obligation in the future.

17. Amendment. Any modification or amendment to this Agreement must be in writing and signed by both Parties.

18. Renewal. This Agreement may be renewed at the end of the Term only upon mutual agreement by both Parties.

19. Entire Agreement. This Agreement, including the CARES-1 tariff, constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior contracts or understandings with respect to that subject matter. The appendices attached hereto are incorporated into this Agreement by this reference.

IN WITNESS WHEREOF, Customer and Georgia Power have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GEORGIA POWER COMPANY	**[CUSTOMER NAME]**
By: _____	By: _____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

APPENDIX A

CARES Premises

Customer currently receives electric service from Georgia Power under the identified customer account(s) at each of the premises selected by Customer to participate in the CARES Program and listed below (collectively, the "**CARES Premises**").

No.	Customer Name / Billing Name	Account Number	Location Address	20__ Metered Peak Demand (kW)	20__ Annual Total Energy Consumption	Allocation of Subscription Level
1	[*Customer Name*]	[*Georgia Power Account Number*]	[Address Line 1] [City], Georgia [Zip Code]			
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						

12						

Summary of Appendix A

Total Number of Requested CARES Premises	###
Total Metered Peak Demand (kW) for all CARES Premises	X,XXX kW
Total Annual Total Energy Consumption (kWh) for all CARES Premises	XX,XXX kWh

APPENDIX B
Clean And Renewable Energy Subscription (CARES) PROGRAM
FINAL SUBSCRIPTION LEVEL AND CARES PORTFOLIO PRICE

Final Subscription Level:	**X.XXXX MW**
% of CARES Portfolio:	**X.XXXX %**
Contract Term Length:	**[10, 15, 20, 25 or 30] years**

*All references to "MW" mean megawatt AC

The Customer Account information for each CARES Premises in the CARES Program is included in **Appendix A**.

Variable Portfolio Pricing

Years 1-10 $_____ MWh

Years 11-30 $_____ MWh (As Applicable)

APPENDIX C

SUBSCRIPTION LEVEL Ramping Schedule

Customer Name:	
Final Approved Subscription Level:	
Anticipated Subscription Start Date:	

Subscription Level Ramping Schedule for Year 1 ([XXXX])		
QUARTER	**Target Customer Load Level (kW)**	**Subscription Level**
[QUARTER, YEAR]	XX,XXX kW	XX MW
[QUARTER, YEAR]	XX,XXX kW	XX MW
[QUARTER, YEAR]	XX,XXX kW	XX MW
[QUARTER, YEAR]	XX,XXX kW	XX MW