

**Amendment No. 1 to**  
**Agreement for the Purchase of Solar Energy and Environmental Attributes from a Renewable Resource**  
**between**  
**Georgia Power Company (“Georgia Power”) and White Pine Solar, LLC (“Seller”)**

Georgia Power and Seller (each a “**Party**”) enter into this Amendment No. 1 to the Agreement for the Purchase of Solar Energy and Environmental Attributes from a Renewable Resource (“**Amendment**”) to modify the Agreement, as defined below. This Amendment is effective as of the date on which the last Party signs, as indicated on the signature page below (“**Effective Date**”). Unless otherwise defined in this Amendment, each capitalized term in this Amendment has the meaning set forth in the Agreement.

Georgia Power and Seller acknowledge:

- The Parties entered into the Agreement for the Purchase of Solar Energy and Environmental Attributes from a Renewable Resource, dated as of October 8, 2014 (“**Agreement**”), consistent with GPSC Orders in Docket Nos. 36325 and 36498.
- Georgia Power and White Pine Energy Storage, LLC (“**BESS Seller**”), a Delaware limited liability company and Affiliate of Seller, have entered into a Power Purchase Agreement for Firm Capacity, Energy Storage Services, and Ancillary Services from a Battery Energy Storage System (“**BESS PPA**”), to, among other things, facilitate BESS Seller’s development, construction, and operation of a 100 MW battery energy storage system (“**BESS**”) to be paired to the Facility.
- The Parties desire to amend the Agreement as provided herein to, among other things, enable BESS Seller to construct the BESS and to provide a contractual framework under which Georgia Power may, in its sole discretion, dispatch energy to the BESS or to the Point of Interconnection, pursuant to the terms and conditions of the BESS PPA and this Amendment. The BESS PPA establishes the operational, commercial, and dispatch protocols applicable to storage and discharge activities, which are separate and distinct from, but coordinated with, the operations contemplated under this Amendment.

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

- I. Each Party’s rights and obligations under this Amendment are subject to the following conditions:**
  - a. By no later than the date (“**GPSC Certificate Target Date**”) that is 250 Days after the earlier of (A) the date on which Georgia Power applies for an amended GPSC Certificate or (B) July 31, 2025: (i) the GPSC must have approved the BESS PPA through the issuance of a Certificate of Public Convenience and Necessity (“**BESS PPA Certificate**”) without any material qualification or condition that adversely affects Georgia Power; and (ii) the GPSC must have issued an amended GPSC Certificate concerning, or have otherwise approved, this Amendment without any material qualification or condition that adversely affects Georgia Power or Seller. Georgia Power will provide Seller with a copy of any amended GPSC Certificate issued by the GPSC concerning this Amendment and any BESS PPA Certificate issued by the GPSC concerning the BESS PPA. If either of the preceding conditions is not satisfied, then either Party may terminate this Amendment by written notice to the other, so long as the notice is delivered no later than 30 Days after the earlier of (x) the GPSC

Certificate Target Date or (y) the date GPSC issued the BESS PPA Certificate or amended GPSC Certificate, in either case subject to material qualification or condition, unless within 30 Days after the issuance of the order either Party files a motion to reconsider with the GPSC or appeals the order of the GPSC regarding this Amendment or the BESS PPA, in which case, either Party may terminate this Amendment upon delivery of written notice to the other Party no later than 80 Days after the GPSC Certificate Target Date. Upon such termination this Amendment will be of no further force and effect and the Agreement will continue in effect as if this Amendment had not been executed. In the case of such termination, neither Party will have any further liability to the other under the terms of this Amendment. If the GPSC issues an amended GPSC Certificate approving this Amendment in accordance with (ii) above, and the necessary approvals of the BESS PPA in accordance with (i) above, while the Parties have a right to terminate but prior to either Party providing a written notice of such termination, then the condition in this Section I(a) will be satisfied.

- b. If, on or before December 31, 2025 (“**Existing Financing Parties Consents Deadline**”), Seller has not obtained all consents in a form reasonably acceptable to Seller from any direct or indirect financing parties of Seller that Seller reasonably determines are required to approve Seller’s continued performance of this Amendment (“**Seller’s Financing Consents**”), then Seller may terminate this Amendment by written notice to Georgia Power on or before December 31, 2025, and upon such termination, this Amendment will be of no further effect and the Agreement will continue in effect as if this Amendment had not been executed. In the case of such termination, neither Party will have any further liability to the other under the terms of this Amendment. Seller must provide Georgia Power with prompt written notice upon obtaining Seller’s Financing Consents or determining that any Seller’s Financing Consents are not required for its continued performance of this Amendment.
- c. Notwithstanding anything to the contrary in this Amendment, Sections II through XIX will not be effective unless and until the earlier of: (i) January 1, 2026; or (ii) Seller’s notice to Georgia Power that it has obtained Seller’s Financing Consents or has determined that no Seller’s Financing Consents are required for Seller’s continued performance of this Amendment. For the avoidance of doubt, as provided below, the effectiveness of certain of those Sections II through XVIII are also subject to those conditions in Sections I(d) below.
- d. Notwithstanding anything to the contrary in this Amendment, Sections III, V, VI, VII, X, XI, XIII, XV, and XVIII are not effective unless and until the later of: (i) satisfaction of the condition in Section 1(c); and (ii) the BESS achieves BESS Commercial Operation.
- e. If the BESS PPA is terminated, this Amendment will terminate and be of no further effect from that point forward and the Agreement will continue in effect as if this Amendment had not been executed.

II. **The following definitions in Section 1.1 (*Definitions*) are deleted in their entirety and replaced with the following (with added language in italics):**

“**Curtailed Energy**” or “**CE**” means: *(i) Solar Energy curtailed at Georgia Power’s discretion due to operational reasons associated with load balancing for a maximum of twenty (20) hours per Annual Period; (ii) BESS Connection Outage Energy during the first thirty (30) Days of a BESS Connection Outage; and (iii) Solar Energy undelivered because of a Force Majeure Event, system emergency, or Transmission Provider curtailment, in each case as further described in Appendix A (Solar Energy Payment Calculations).*

“**Facility**” means the solar photovoltaic electric generating plant *constructed on the Site, as further described in Appendix E. The Facility includes all primary and auxiliary equipment and*

*facilities installed at the Site necessary or used for the production, control, delivery, or monitoring of energy or the extraction or collection of fuel. All equipment and facilities installed on Seller's side of the Point of Interconnection will be considered a part of the Facility except for those that constitute Interconnection Facilities. The Facility one-line diagram is provided in **Appendix I**. For avoidance of doubt, the Facility does not include the BESS or any ancillary facilities or equipment installed in connection with the BESS.*

**"Metering System"** means all meters, metering devices, and related instruments used to measure and record energy and to determine the amount of energy that is being made available or delivered to Georgia Power at the Point of Delivery and, as applicable, dispatched by Georgia Power to the Point of Interconnection or the BESS.

**"Seller"** means White Pine Solar, LLC or any permitted successor or assign.

**"Station Service"** means energy that is used to serve the electrical requirements of the Facility and includes the step-up transformer losses and line losses between the Facility and the Point of Interconnection.

III. **The definition of "Point of Delivery" in Section 1.1 (Definitions) is deleted in its entirety and replaced with the following:**

**"Point of Delivery"** means the point at the billing meter for the Facility that is located on the low side of the generator step-up transformer, as shown in **Appendix I**.

IV. **The following definitions of "AGC," "AGC Setpoint," "BESS," "BESS Commercial Operation," "BESS Connection," "BESS Connection Outage," "BESS Connection Outage Energy," "BESS PPA," "BESS Seller," "Electrical Losses," "Generating Capacity," "Interconnection Limit," "Operating High Limit," and "Potential High Limit," are each added to Section 1.1 (Definitions) to read in their entirety as follows:**

**"AGC"** or **"Automatic Generation Control"** means the automatic control of a facility's output performed within the balancing authority, with the purpose of balancing load and generation, or implementing curtailments. This is achieved through the electric generation facility's capability of accepting a set point electronically and the automatic adjustment and regulation of the facility's output to meet that set point.

**"AGC Setpoint"** means a value (MW) that will range from 0 to the Operating High Limit.

**"BESS"** means the 100 MW battery energy storage system being developed and operated pursuant to the BESS PPA, as further described in the BESS PPA.

**"BESS Commercial Operation"** means the BESS has achieved commercial operation pursuant to the terms of the BESS PPA.

**"BESS Connection"** has the meaning set forth in Section 7.3.

**"BESS Connection Outage"** has the meaning set forth in Section 7.3.

**"BESS Connection Outage Energy"** has the meaning set forth in Section 7.3.

**"BESS PPA"** means the Power Purchase Agreement for Firm Capacity, Energy Storage Services, and Ancillary Services from a Battery Energy Storage System between Georgia Power and BESS Seller, executed contemporaneously herewith, as the same may be amended from time to time.

**"BESS Seller"** means White Pine Energy Storage, LLC, a Delaware limited liability company.

**"Electrical Losses"** has the meaning set forth in Section 6.2.5.

**“Generating Capacity”** means the total capability of the Facility at the Point of Delivery, as stated in Section 2.1 of this Agreement.

**“Interconnection Limit”** means the maximum output amount allowed by the Interconnection Agreement.

**“Operating High Limit”** or **“OHL”** means the current maximum instantaneous power output (MW) of the Facility. This is the maximum possible generation of the Facility including any de-rates, independent of Facility irradiance.

**“Potential High Limit”** or **“PHL”** means the estimated value of the potential instantaneous power output (MW) of the Facility as if the Facility is not in a period of curtailment.

**V. The following will be added to the end of Section 3.1 (*Term*) upon BESS Commercial Operation, if applicable:**

; provided, however, the Term will run through the greater of (a) the original Term, subject to the early termination provisions set forth herein, or (b) the term of the BESS PPA (not including any extension of the initial twenty-five (25) year term of the BESS PPA not approved by Seller.) If the Term is greater than the original Term, starting with the thirty-first (31<sup>st</sup>) Annual Period and for each Annual Period thereafter, the Contract Energy Price will increase by **REDACTED** percent (**REDACTED**%), and the Annual Energy Contract Amount will decrease by a degradation factor of **REDACTED**%.

**VI. Section 4.1 (*General Standards*) is deleted in its entirety and replaced with the following (with the added modifications in italics):**

During the Term, Seller *will* have the sole responsibility, at its sole expense, to manage, control, operate, and maintain or cause others, *at Seller's expense*, to manage, control, operate, and maintain the Facility in accordance with *all applicable Legal Requirements, applicable reliability standards and operating policies of NERC and the applicable regional reliability entity (e.g., SERC), the Interconnection Agreement, the Operating Procedures developed by the Operating Committee, Prudent Industry Practices, and the requirements set forth in this Agreement, including in consideration of Georgia Power's right to direct energy delivered to the Point of Delivery by Seller to the BESS or Point of Interconnection.* Seller *will*, and *will* cause others that manage, control, operate, and maintain the Facility to: (i) comply with all Legal Requirements applicable to Seller *and the Facility*; (ii) diligently seek, obtain, maintain, comply with, and, as necessary, renew or modify from time to time, any and all Consents; *and (iii) maintain and operate the Facility in accordance with this Agreement as if Seller is delivering Solar Energy to the Point of Interconnection.*

**VII. The following will be added in its entirety as a new sentence to the end of Section 4.1.1:**

In consideration of the BESS, the Operating Procedures will be amended to address the incorporation of the BESS and Georgia Power's right, in its sole discretion, to direct energy delivered by Seller to the Point of Delivery to the BESS or the Point of Interconnection pursuant to the terms of this Agreement.

**VIII. Section 4.8 (*Availability Forecasting*) is deleted in its entirety and replaced with the following (with the added modifications in italics):**

**4.8.1** Seller *will* provide Georgia Power with *non-binding* forecasts of the *availability* of energy under this Agreement as described below. Such availability forecasts will include the updated status of all Facility equipment that may impact availability. Seller *will* use commercially reasonable efforts to *accurately* forecast the *availability* of energy *at the Point of Delivery* under

this Agreement and to transmit such information in a format reasonably acceptable to Georgia Power. Georgia Power and Seller *will* agree upon reasonable changes to the requirements and procedures set forth below from time-to-time, as necessary to accommodate changes to operating or scheduling procedures of Georgia Power.

**4.8.2** No later than: (i) the earlier of September 1 preceding the first Annual Period or forty-five (45) Days prior to the commencement of the first Annual Period; and (ii) September 1 of each calendar year for every subsequent Annual Period, Seller *will* provide to Georgia Power, *in a form reasonably acceptable to Georgia Power*, a non-binding forecast of the Hourly *availability* of energy *at the Point of Delivery* for an average Day in each Month of the following calendar year.

**4.8.3** Ten (10) Business Days before the commencement of the first Annual Period, and thereafter ten (10) Business Days before the beginning of each Month during the Term, Seller *will* provide to Georgia Power a non-binding forecast of the Hourly energy *availability* under this Agreement for each Day of the following Month in a form reasonably acceptable to Georgia Power.

**4.8.4** No later than 5:00 a.m. (Central Prevailing Time) of each Day, Seller *will* provide to Georgia Power, *in a form reasonably acceptable to Georgia Power*, a non-binding forecast of energy *availability at the Point of Delivery* for the remainder of such Day and the following seven (7) Days. Each such notice *will* clearly identify, for each Hour, Seller's forecast of *availability* of energy *at the Point of Delivery*. If Seller foresees that actual energy *availability at the Point of Delivery* for any Day will be materially different than a forecast previously provided for such Day, Seller *will*, as soon as reasonably possible, provide notice to Georgia Power of such change and an updated forecast. The Operating Committee *will* determine what constitutes such a material change and identify the Operating Representative of Georgia Power that should receive notice of such change.

**IX. A new Section 4.10 (AGC) will be added to Article 4 (Operation and Maintenance of the Facility) to read in its entirety as follows:**

**4.10 AGC.**

**4.10.1 AGC Setpoint Signals.** Seller must, at its expense, install, operate, and maintain AGC equipment and systems at the Facility as necessary to enable the Facility to respond to and follow Georgia Power's AGC Setpoint signals in compliance with this Agreement. By no later than the BESS Commercial Operation date, the Facility must be capable of remaining on AGC at all times while the Facility is available. The Facility's AGC system must include all necessary connections to Georgia Power's AGC equipment (to Georgia Power's satisfaction) to enable Georgia Power to at all times: (i) send AGC Setpoint signals to the Facility; and (ii) measure, record, and control energy output from the Facility. The Facility's AGC system must be configured to interface with Georgia Power's AGC RTU(s) to send and receive data for AGC that satisfies the minimum data requirements in Appendix J (*AGC Minimum Data Requirements*) and must conform to Prudent Industry Practices.

**4.10.2 Operation on AGC.** Seller is responsible for operating the Facility and producing and delivering energy in compliance with Georgia Power's AGC Setpoint signals as further described in Section 4.10.1 (*AGC Setpoint Signals*). During periods when Georgia Power does not desire to curtail energy output from the Facility through AGC, Georgia Power's AGC Setpoint will follow either the Operating High Limit or Potential High Limit and the Facility will operate at full output. Upon any such curtailment, the Facility must reduce energy output to the AGC Setpoint.



**4.10.3 Potential High Limit.** Seller must telemeter an accurate Potential High Limit (real time capability) at all times during the operation of the Facility. The Facility must include an operational automatic system for accurately estimating the Potential High Limit that will telemeter estimates of the energy output of the Facility in the absence of an AGC Setpoint signal limiting the energy output of the Facility below the Potential High Limit. Such system will provide PHL estimates every 6-seconds at all times during which the Facility is generating energy, regardless of whether any AGC Setpoint signal from Georgia Power is being received or responded to by the Facility. Such system should produce PHL estimates within an accuracy of at least +/- 5% during at least 95% of all 6-second intervals and must otherwise comply with Prudent Industry Practices.

**4.10.4 Access to Data Used for PHL Estimates.** Seller will enable Georgia Power to have real-time access to all modeling data, meteorological data, inverter data, and all other data used in producing the PHL estimates provided to Georgia Power. Georgia Power has the right to retain, review, and reproduce all modeling and analysis used by Seller to estimate PHL, with such support from Seller as Georgia Power may reasonably request.

**4.10.5 PHL Estimates for Curtailment.** For each Month during which any curtailment has occurred, the Operating Committee will use the PHL estimates to calculate the amount of curtailed energy for such Month.

**4.10.6 Validating PHL Estimates.** The Operating Committee will develop agreed upon (such agreement by a Party not to be unreasonably withheld) methods for validating the estimated PHL and improving the accuracy of the estimated PHL, which methods may include test curtailments, inverter performance analysis, or other equipment as appropriate for the Facility. A primary source of validation data to monitor the PHL estimation system's accuracy and error will be the recorded PHL estimates compared to the Facility's actual energy output in all 6-second periods outside of a curtailment. The Operating Committee will review and monitor PHL estimate errors to identify any bias in the PHL estimates. If any bias is identified in the PHL estimates, the calculation of the amount of curtailed energy will be adjusted by the Operating Committee to correct for such bias. If the Parties fail to agree on any adjustment to the calculation of curtailed energy to correct for PHL estimate bias, the Parties agree to submit the dispute for resolution in accordance with Article 16 (*Dispute Resolution*) of this Agreement.

**X. A new Section 6.2.5 will be added to Section 6.2 (*Metering*) to read in its entirety as follows:**

**6.2.5** Notwithstanding anything to the contrary herein, the Metering System will be calibrated to treat the Solar Energy delivered to the Point of Delivery as if it had been delivered to the Point of Interconnection such that electrical line losses for delivery of Solar Energy to the Point of Interconnection (such losses, "**Electrical Losses**") will be accounted for in the meter readings. Any dispute relating to the calculation of Electrical Losses must be resolved in accordance with Article 16 (*Dispute Resolution*) of this Agreement.

**XI. Section 7.1 (*Energy*) is deleted in its entirety and replaced with the following (with the added modifications in italics):**

*Commencing on the Commercial Operation Date, and during each Annual Period, subject to the terms and conditions of this Agreement, Seller will deliver to the Point of Delivery and sell to Georgia Power, and Georgia Power will purchase and receive from Seller at the Point of Delivery, one-hundred percent (100%) of the Solar Energy delivered from the Facility, including the transfer of all Environmental Attributes associated with such Solar Energy; provided, however, Seller is prohibited from delivering and Georgia Power is not obligated to receive,*

Solar Energy in an amount that exceeds the lesser of (i) the Interconnection Limit or (ii) Generating Capacity. **Appendix G** provides Seller's expectation of the nominal annual amounts of Solar Energy to be delivered to Georgia Power, having taken into consideration expected solar panel degradation, which constitute the "**Annual Energy Contract Amount.**" Payments to Seller for actual Solar Energy delivered to the Point of Delivery will be determined as set forth in **Appendix A**. Any sale and purchase of Solar Energy under this Agreement will include, at no additional cost to Georgia Power, the transfer any Environmental Attributes associated with such Solar Energy from Seller to Georgia Power at the time the Solar Energy is delivered to the Point of Delivery. *The payments expressly provided for in this Agreement represent all compensation owed to Seller by Georgia Power for all Solar Energy delivered to the Point of Delivery. Seller will not be entitled to any additional compensation for energy delivered to the BESS or Point of Interconnection after its delivery to the Point of Delivery.*

7.1.1 *The Parties acknowledge that the BESS PPA provides that Georgia Power may, in its sole discretion, direct energy delivered to the Point of Delivery to the BESS or Point of Interconnection, or to both in any combination, subject to certain terms in the BESS PPA. Seller must diligently support in a commercially reasonable manner, and not take any action that hinders, Georgia Power's direction of such energy to the BESS or Point of Interconnection. For clarity, energy that is available to be directed to the Point of Interconnection, up to, but not exceeding, the Interconnection Limit, that is not directed by Georgia Power's AGC Setpoint signals to either the Point of Interconnection or the BESS will be subject to the applicable provisions of Section 7.6 (Curtailment of Energy Deliveries). Georgia Power may, in its sole discretion, direct energy that exceeds the Interconnection Limit to the BESS, but Georgia Power's failure to do so will not constitute any curtailment under this Agreement. For further clarity, during real-time operation, any discharge energy from the BESS directed by Georgia Power's AGC signals to the Point of Interconnection, will be limited to the amount of Point of Interconnection capability (in MW) that is not being utilized by energy from the Facility then being directed by Georgia Power's AGC Setpoint signals to the Point of Interconnection. For additional clarity, Georgia Power will not intentionally curtail energy (within the Interconnection Limit) to prioritize BESS discharge except in the event of a system emergency or reliability events. In the case of erroneous AGC Setpoint signals that may require Seller's control systems to limit energy or energy discharged from the BESS in order to not exceed the Interconnection Limit, the Operating Committee will consult in good faith to: (i) adjust, if appropriate, any affected performance metrics and payment provisions; and (ii) identify and address the contributing errors.*

**XII. Section 7.3 (Reserved) is deleted in its entirety, retitled "**BESS Connection Outage,**" and replaced with the following:**

Notwithstanding anything to the contrary in this Agreement, Seller is entitled to curtail or cease delivery of Solar Energy to the Point of Delivery for such periods of time as are reasonably necessary for BESS Seller to connect the BESS to the substation and test and commission the BESS (as to such connection, the "**BESS Connection**" and as to such outage, a "**BESS Connection Outage**"). Seller must provide Georgia Power with reasonable advance written notice of any BESS Connection Outage. Subject to the immediately preceding sentence but otherwise notwithstanding anything to the contrary in this Agreement, any partial or complete outage of the Facility in connection with a BESS Connection Outage will constitute a scheduled outage approved by Georgia Power (noting that the provisions in Section 4.4 will not apply to this scheduled outage), subject to Seller providing advance written notice that contains information describing such outage, the beginning date and time of such outage, the expected end date and time of such outage, the amount of Solar Energy that Seller expects will be

provided during such outage, and any other information reasonably requested by Georgia Power. Notwithstanding anything to the contrary in this Agreement, the amount of energy, in MWh, that Seller could have delivered to the Point of Delivery but for the BESS Connection Outage (“**BESS Connection Outage Energy**”) will be included in Curtailed Energy (but only for the first thirty (30) Days of any and all such BESS Connection Outages collectively); provided, however: (i) Georgia Power will not owe Seller any payment or other compensation for BESS Connection Outage Energy; and (ii) in no circumstance will any BESS Connection Outage Energy be included in the calculation of Monthly Delivered Energy or Annual Delivered Energy for purposes of the Monthly Energy Payment or Target Annual Payment, as described in **Appendix A**. Provided further, during testing and commissioning of the BESS, but before BESS Commercial Operation, energy delivered to the BESS will be separately metered as reasonably agreed by the Parties and paid for by Georgia Power as though it had been delivered to the Point of Interconnection.

- XIII. Section 7.4 (*Risk of Loss*) is deleted in its entirety, retitled “*Title; Risk of Loss*,” and replaced with the following (with the added modifications in italics):**

*Unless otherwise agreed by Seller and Georgia Power in writing, Seller will deliver all Solar Energy to Georgia Power at the Point of Delivery, and title to Solar Energy will pass from Seller to Georgia Power at the Point of Delivery. Risk of loss of Solar Energy, excluding any Electrical Losses, which are accounted for solely as provided in Section 6.2.5, will pass from Seller to: (i) BESS Seller at the Point of Delivery, if energy is directed from the Point of Delivery to the BESS; and (ii) to Georgia Power at the Point of Interconnection, if energy is directed from the Point of Delivery to the Point of Interconnection.*

- XIV. Section 11.1.4 is deleted in its entirety and replaced with the following (with the added modifications in italics):**

Seller fails to provide Georgia Power with the Minimum Energy Contract Amount for two consecutive Annual Periods; provided, however, that any Curtailed Energy (*for clarity, not including BESS Connection Outage Energy for the portion of any BESS Connection Outage in excess of 30 Days, collectively, during the Term*) and Deemed Delivered Energy for an Annual Period will count toward the Minimum Energy Contract Amount for such Annual Period for the purpose of this Section 11.1.4.

- XV. References to “Point of Delivery” in Sections 13.1 (*Scope of Indemnity*) and 15.1 (*Definition of Force Majeure Event*) are hereby replaced, in each case, by “Point of Interconnection.”**

- XVI. The reference to CE in Part 1 (*Monthly Delivered Energy*) of Appendix A (*Solar Energy Payment Calculations*) is deleted in its entirety and replaced with the following (with the added modifications in italics):**

**CE** = Curtailed Energy for the prior Annual Period. In the event a declared Force Majeure Event, a system emergency, curtailment by Georgia Power under Section 7.6.1, curtailment by the Transmission Provider, or *BESS Connection Outage (but only for the first 30 Days collectively)* causes Seller to be unable to deliver Solar Energy during the prior Annual Period, the Curtailed Energy *will* be the estimated MWh that the Parties agree would have been delivered during such events. The methodology for the estimate *will* be determined by the Operating Committee



utilizing the then current meteorological data. If the Parties fail to agree on the Curtailed Energy, the Parties agree to resolve the matter pursuant to the provisions of Article 16.

**XVII. The second sentence of Section 17.11 (*Notice*) is deleted in its entirety and replaced with the following:**

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:

Georgia Power Company  
Attention: Director of Generation Procurement  
241 Ralph McGill Boulevard N.E.  
BIN 10191  
Atlanta, Georgia 30308  
Email: G2RESCPLAN@southernco.com

With copies to:  
Georgia Power Company Legal Dept.  
Attn: Commercial & Transactional Counsel  
Bin 10180  
241 Ralph McGill Blvd., N.E.  
Atlanta, Georgia 30308

and if given to Seller will be addressed to:

Washington County Solar, LLC  
Stuart McCurdy, Vice President  
c/o NextEra Energy Resources, LLC  
700 Universe Blvd  
Juno Beach, Florida 33408  
Email: stuart.mccurdy@nexteraenergy.com

With copies to:  
Mitch Ross, Vice President & General Counsel  
c/o NextEra Energy Resources, LLC  
700 Universe Blvd  
Juno Beach, Florida 33408  
Email: NEER-General-Counsel@nexteraenergy.com

**XVIII. Appendix I (*Facility One-Line Diagram*) is deleted in its entirety and replaced with the Appendix I (*Facility One-Line Diagram*) attached to this Amendment.**

**XIX. Appendix J (*AGC Minimum Data Requirements*), attached to this Amendment, is hereby added to the Agreement as Appendix J.**

**XX. Except as modified by this Amendment, all terms and conditions of the Agreement remain in effect.**

Each Party agrees to all terms and conditions of this Amendment as of the Effective Date. The Parties may exchange counterparts of this Amendment as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; an electronic or scanned signature is an original signature for all purposes.

**Georgia Power Company**

**White Pine Solar, LLC**

By: \_\_\_\_\_  
Name: Aaron P. Abramovitz  
Title: Executive Vice President, Chief  
Financial Officer, and Treasurer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Matthew Roskot  
Title: President

Date: \_\_\_\_\_

**APPENDIX I**

**FACILITY ONE LINE DIAGRAM**

**REDACTED**

## **APPENDIX J – AGC MINIMUM DATA REQUIREMENTS**

Seller is responsible for operating the Facility and producing or receiving and delivering energy in compliance with Georgia Power's AGC Setpoint signals. Seller must telemeter at all times during the operation of the Facility, and Georgia Power's AGC Setpoint signal will include, the maximum Rate of Change as a limiting factor for changes in energy output. For purposes of this **Appendix J**, the "**Rate of Change**" is the real-time maximum ramp rate when increasing or decreasing output (accounting for any equipment or operational issues that may affect such ramp rate).

All items in this **Appendix J** will be updated, as needed, to add any additional items included in any updates to the applicable sections of the document: "Southern Company Typical Data and Application Requirements for SOCO BA Generators Final [MMYYYY].pdf" that is found in the "Interconnection Implementation (NTP to COD)" document subsection of the Southern Company OASIS site found at [www.oasis.oati.com/soco/index.html](http://www.oasis.oati.com/soco/index.html). Georgia Power will provide reasonable accommodation to Seller with respect to any data point that is not readily available from Seller's existing equipment.

The Facility's AGC system must be configured to interface with Georgia Power's AGC RTU to send and receive the following data for AGC:

### **Solar Data Points**

- **From Georgia Power to Facility**
  - Solar Setpoint (MW)
- **From Facility to Georgia Power**
  - All High-Side (Transmission Level 46kV & above) device analog measurements (at POI)
- Solar net output AC MW
- Solar net output AC MVAR
- Three-phase voltage (kV)
- Three-phase current (A)
  - All High-Side (Transmission Level 46kV & above) device status (Breakers, Switches, disconnects states (OPEN/CLOSED))
  - All Low-Side (34.5 kV) collector system analog measurements
- Individual Feeder Aggregated Solar output AC MW
- Individual Feeder Aggregated Solar output AC MVAR
- Three-phase voltage (kV)
- Three-phase current (A)
- Reactive device output MVAR (if applicable)
  - All Low-Side (34.5 kV) collector system device status (OPEN/CLOSED)

- Individual PV Feeder Breaker status
- Reactive device breaker status (LTC, shunts, dynamic reactive devices, etc.)
- Reactive device circuit switcher status (if applicable)
  
- Plant Level Ramp Rate (MW/minute)
- Plant Voltage Regulation Mode Status (Auto/Manual)
- Reactive Support (MVARs) at Zero power Status (ENABLED/DISABLED)
- Solar on AGC signal (ENABLED/DISABLED)
- Operating High Limit (MW)
- High Limit (MW)
- High Limit Status (Normal/Alarm)
- Potential High Limit (MW)
- Operating Low Limit (MW)
- Low Limit Status (Normal/Alarm)
- Solar AGC Ramp Rate Increase (+MW/min)
- Solar AGC Ramp Rate Decrease (-MW/min)
- Setpoint Feedback (MW)
- Station Service Power (MW)
- Number of inverters available
- Number of inverters producing power
- Number of inverters tripped
- Number of inverters not communicating
- Number of inverters out of service
- Weather station parameters
  - GHI and PoA irradiance
  - Air Temperature
  - Relative Humidity
  - Barometric Pressure
  - BoM Surface Temperature

### **General Flow of AGC**

The Facility will send every scan of all its points to Georgia Power (via EMS) and likewise, EMS will update its points every scan. Seller will place the Facility on AGC when available for remote control and will echo back to EMS what it has received for the AGC Setpoint.

The Facility will receive AGC Setpoints equivalent to the High Operating Limit or the Potential High Limit (PHL) and operate at full generation until an AGC Setpoint below the Potential High Limit is received. Upon receiving this AGC Setpoint for curtailment, the Facility will reduce output to meet the AGC Setpoint.



## **Explanation of Points**

### **Renewable Resource Setpoint (MW)**

This will be an integer value that will range from the Operating Low Limit to the Operating High Limit for the Renewable Resource. If not in curtailment, this value will echo either the Operating High Limit or the Potential High Limit, depending on system conditions. If the setpoint echos the Operating High Limit, the site will operate as-capable. If the setpoint echos the PHL, the site will not exceed the PHL telemetry value. If curtailment is active, the site output will follow the AGC setpoint below the Potential High Limit.

### **Renewable Resource Ramp Rate (+/- MW/min)**

This is a plant controller level ramp rate at which the Renewable Resource will ramp up or down, up to the maximum allowable ramp rate specified in the Interconnection Agreement. This is not the actual real-time ramp rate, but the rate at which the plant will transition to the next setpoint. The Renewable Resource Ramp Rate will be indicative of the Renewable Resource and indicates the rate at which the Renewable Resource would increase generation after a curtailment is lifted. In all cases, the Renewable Resource Ramp Rate should not exceed the maximum allowable ramp rate in the Interconnection Agreement.

### **Max Renewable Resource Ramp Rate (+/- MW/min)**

This is the maximum allowable ramp rate per the Interconnection Agreement. This is a fixed value and will be the rate at which the Renewable Resource Setpoint could be curtailed by AGC.

### **Facility Voltage Regulation Mode Status (Auto/Manual)**

This provides status of the voltage control mode and if the Facility's controller is regulating the Point of Interconnection voltage. Its normal state will be in Auto.

### **Facility Reactive Support (MVAR) at Zero power status (ON/OFF)**

This status indicates the Facility's capability to produce reactive power (MVARs) when at zero active power. Its normal state will be at OFF.

### **Renewable Resource AGC Status**

This will be an integer value that will range from 0 to 1. A '0' value will indicate the Renewable Resource is on local control and a '1' will indicate the Renewable Resource is available for AGC remote control.

### **Renewable Resource Operating High Limit (MW)**

The current maximum generating capacity of the Renewable Resource. This is the maximum possible generation of the Renewable Resource including any de-rates, independent of Renewable Resource irradiance. This limit is to be reduced if equipment issues reduce the total Renewable Resource Capacity. If there are no equipment issues or de-rates, this value will be the same as the Renewable Resource Capacity.

### **Renewable Resource Capacity (MW) [High Limit]**

This is the max design capacity of the Renewable Resource up to the Point of Interconnection limit. This will be a fixed number and is independent of Renewable Resource irradiance or equipment de-rates.

**Renewable Resource High Limit Status**

This will be an integer value that will range from 0 to 1. Its normal state will be to a 0. A value of 1 will indicate generation is at the high limit.

**Renewable Resource Potential High Limit (MW)**

This is the potential real time actual limit of the Renewable Resource inclusive of Renewable Resource irradiance and any equipment issues. This real-time telemetry point will indicate what the Renewable Resource's output would be if no curtailment is present.

**Renewable Resource Operating Low Limit (MW)**

The current minimum generating capacity of the Renewable Resource. During normal operation, the facility will provide a low limit for available curtailment. Expectation is this would be 0 MW under normal conditions unless an equipment issue exists that prevents the Renewable Resource from returning to full normal output following the full curtailment.

**Renewable Resource Low Limit Status**

This will be an integer value that will range from 0 to 1. Its normal state will be to a 0. A value of 1 will indicate generation is at the Operating Low Limit.

**Renewable Resource Setpoint Feedback (MW)**

This is an echo of the value received from EMS for the EMS setpoint.

**Station Service & Auxiliary Operational Load (MW)**

These values will be as defined and described in the Agreement.

**Number/Percentage of inverters producing Power**

Total number of inverters injecting or absorbing (for ESS device) power (real or reactive Power) to the grid under normal operation.

**Number/Percentage of inverters available**

Total number of inverters available on-line (electrically connected based on inverter's AC breaker status).

**Number/Percentage of inverters offline**

The total number of inverters that have stopped injecting power (real or reactive) to the grid for several reasons including but not limited to protection trip, momentary cessation etc. This may be calculated as a difference between inverters available and inverters producing power.

**Average Site Irradiance**

Average irradiance for the solar site based on meteorological stations.