

Amendment No. 1 to

Agreement for the Purchase of Energy, Environmental Attributes, and Electrical Products from a Renewable Resource

between

Georgia Power Company (“Georgia Power”) and Dougherty County Solar, LLC (“Seller”)

Georgia Power and Seller (each a “**Party**”) enter into this Amendment No. 1 to the Agreement for the Purchase of Energy, Environmental Attributes, and Electrical Products 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 Energy, Environmental Attributes, and Electrical Products from a Renewable Resource, dated as of January 29, 2018 (“**Agreement**”), consistent with GPSC Orders in Docket Nos. 40706 and 40161.
- Georgia Power and Dougherty County 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 120 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 (or its affiliate) 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 established the operational, commercial, and dispatch protocols applicable to such storage and discharge activities, which are separate and distinct from, but coordinated with, the operations contemplated under this Amendment.
- The Parties also desire to amend the Agreement as provided herein to provide the terms in accordance with which Seller will replace certain or all photovoltaic panels, inverters, or other equipment installed at the Facility and increase its Generating Capacity as allowed herein.

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 (a “**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 will provide any BESS PPA Certificate issued by the GPSC concerning the BESS PPA. If either of the preceding conditions is not satisfied or if the BESS PPA is terminated pursuant to its terms on or before December 31, 2025 (“**BESS PPA Termination Deadline**”), then either Party may terminate this Amendment by

written notice to the other as provided herein. In the case of a termination of this Amendment due to the termination of the BESS PPA on or before the BESS PPA Termination Deadline, the notice must be delivered by the terminating Party to the other Party no later than 30 Days after the termination of the BESS PPA. In the case of a termination of this Amendment because either of the conditions in (i) or (ii) was not satisfied, the notice of such termination must be delivered by the terminating Party to the other Party 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 on or before December 31, 2025 to Georgia Power, 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 XXXIV 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 XXXIV are also subject to those conditions in Sections I(d) through (e) below.
- d. Notwithstanding anything to the contrary in this Amendment, Sections III, VIII, IX, X, XI, XIV, XV, XVIII, XXII, XXIV, and XXXI 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. Notwithstanding anything to the contrary in this Amendment, Sections XVI, XIX, XXI, XXVII, XXIX, and XXX are effective only after: (i) satisfaction of the condition in Section 1(c); and (ii) the Repower is completed in accordance with the terms of this Amendment.
- f. If the BESS PPA terminates and this Amendment is not terminated, then Sections III, VIII, IX, X, XI, XIV, XV, XVIII, XXII, and XXIV will terminate and be of no further effect from that point forward and the Agreement will continue in effect as if those provisions were not part of this Amendment.

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

“Deemed Delivered Energy” or **“DDE”** means the sum of Georgia Power Curtailed Energy, *BESS Connection Outage Energy (as limited in Section 8.5 to 30 total Days)*, and Undelivered Force Majeure Energy, as further defined in **Appendix A**.

“Excess Energy” means the amount of Seasonal Delivered Energy that is in excess of 110% of the Seasonal Energy Contract Amount.

“Facility” means the facility and related equipment and facilities of the renewable electric generating plant described in Appendix F constructed on the Site, *as revised in accordance with Section 2.6 to include the Repower, if applicable*. The Facility includes the primary and auxiliary equipment and facilities installed at the Site necessary or used for the extraction or collection of fuel, or the production, control, delivery, monitoring, or storage of energy by the renewable electric generation equipment. 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 J**. *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 at the Point of Delivery *and, as applicable, dispatched by Georgia Power to the Point of Interconnection or the BESS.*

“Seller” means Dougherty County 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*. If Seller supplies its starting and running station service on Seller’s side of the POI, the Facility’s output is net of energy consumed and demand requirements (i.e., the energy delivered to 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 billing meter for the Facility that is located on the low side of the generator step-up transformer, as shown in **Appendix J**.

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,” “Equipment,” “Excess Repower Energy,” “Excess Repower Monthly Delivered Energy,” “Facility Outage Schedule,” “Load Balancing Curtailment,” “Monthly Energy Target Cap,” “Non-Repower Notice,” “Operating High Limit,” “Potential High Limit,” “Reduced Output Period,” “Rejected Clipped Energy” “Repower,” “Repower Commencement Date,” “Repower Commencement Notice,” “Repower Completion Date,” “Repower Period,” “Repower Phase,” and “Seasonal Excess Repower Energy”** 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 120 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 8.5.

“BESS Connection Outage” has the meaning set forth in Section 8.5.

“BESS Connection Outage Energy” has the meaning set forth in Section 8.5.

“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 Dougherty County Energy Storage, LLC, a Delaware limited liability company.

“Electrical Losses” has the meaning set forth in Section 6.2.5.

“Equipment” has the meaning set forth in Section 2.6.1.

“Excess Repower Monthly Delivered Energy” or **“ERMDE”** has the meaning set forth in **Appendix A**.

“Facility Outage Schedule” has the meaning set forth in Section 2.6.1.

“Load Balancing Curtailment” has the meaning set forth in Section 8.2.1.

“Monthly Energy Target Cap” or **“METC”** has the meaning set forth in **Appendix A**.

“Non-Repower Notice” has the meaning set forth in Section 2.6.1.

“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.

“Reduced Output Period” has the meaning provided in Section 2.6.3.

“Rejected Clipped Energy” has the meaning provided in Section 7.1.

“Repower” has the meaning set forth in Section 2.6.1.

“Repower Commencement Date” has the meaning set forth in Section 2.6.1.

“Repower Commencement Notice” has the meaning set forth in Section 2.6.1.

“Repower Completion Date” means the date the Repower is completed in accordance with the criteria of Section 2.6.2.

“Repower Period” means the period of time beginning on the Repower Commencement Date and ending on the earlier of: (i) the Repower Completion Date; or (ii) the delivery date of the Non-Repower Notice, if any.

“Repower Phase” has the meaning set forth in Section 2.6.3.

“Seasonal Excess Repower Energy” or **“SERE”** has the meaning set forth in **Appendix A**.

V. Section 2.1 (*Facility*) is deleted in its entirety and replaced with the following (with the added modifications in italics):

The Facility consists of renewable electric generation facility/facilities with a Generating Capacity of 120 MW (AC) and with a total capability at the Point of Delivery of 120 MW (AC) of electric power, as further described in **Appendix F**. *If the Repower is completed pursuant to Section*

*2.6, then the Generating Capacity and Facility's total capability at the Point of Delivery will increase to the amount included in the applicable **Appendix F** as provided in Section 2.6, but the Facility at all times remains subject to the Interconnection Limit at the Point of Interconnection.*

VI. The first sentence of Section 2.4.4 is deleted in its entirety and replaced with the following (with the added modifications in italics):

Except in connection with the Repower pursuant to Section 2.6 (Repower), if Seller, at any time during the Term of this Agreement, intends to modify Facility design or to install different or additional Facility equipment than the design or equipment proposed by Seller in its REDI bid, and such modification could materially alter the Generating Capacity, expected Energy profile, or Interconnection Facilities, Seller must notify Georgia Power and provide information about the proposed change.

VII. A new Section 2.6 (Repower) will be added to Article 2 (Facility Design and Construction) to read in its entirety as follows:

See attached Schedule 2.6, which includes the entire Section 2.6 (Repower).

VIII. The following will be added to the end of first sentence 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 (31st) Annual Period and for each Annual Period thereafter, the Contract Energy Price will increase by **REDACTED** percent (**REDACTED**%), and each of the Seasonal Energy Contract Amount and the Annual Energy Contract Amount will decrease by a degradation factor of **REDACTED**%.*

IX. 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 PPA Operating Procedures developed by the PPA 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 or 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 Renewable Energy to the Point of Interconnection.**

X. 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 PPA 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.

XI. Section 4.2 (Maximum Energy Delivery) is deleted in its entirety and replaced with the following (with the added modifications in italics):

After Repower completion, if applicable, the Facility must not generate and deliver to the Point of Delivery at any time any energy output in excess of the Generating Capacity. At all times, the

Facility must not deliver to the Point of Interconnection any energy output in excess of the Interconnection Limit.

XII. Section 4.5 (*Scheduling Communications*) is deleted in its entirety and replaced with the following:

4.5 AGC.

4.5.1 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 M (*AGC Minimum Data Requirements*)** and must conform to Prudent Industry Practices.

4.5.2 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 4.5.1 (*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.

4.5.3 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.

4.5.4 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.

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

4.5.6 Validating PHL Estimates. The PPA 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 PPA 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 PPA

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 17 (*Dispute Resolution*) of this Agreement.

XIII. Section 4.10 (*Energy Forecasting*) is deleted in its entirety and replaced with the following (with the added modifications in italics):

4.10.1 Seller will provide Georgia Power with non-binding forecasts of the *availability* of Energy under this Agreement as described below. Such Energy 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.

4.10.2 No later than forty-five (45) Days prior to the commencement of the first Annual Period, and on each September 1 thereafter during the Term, 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.

4.10.3 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, as soon as reasonably possible, will provide notice to Georgia Power of such change and an updated forecast. The PPA Operating Committee will determine what constitutes such a material change and identify the PPA Operating Representative of Georgia Power that should receive notice of such change.

XIV. 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 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 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 17 (*Dispute Resolution*) of this Agreement.

XV. Section 7.1 (*Sale and Purchase of Renewable 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 Energy generated by the Facility; provided, however, Georgia Power *may reject, and is not obligated to receive or pay for*, Energy in an amount that exceeds the Interconnection Limit (*as to any such rejected Energy, "Rejected Clipped Energy"*). **Appendix H** provides Seller's expectation of the nominal seasonal and annual amounts of Energy to be delivered to Georgia Power, which constitutes the "**Seasonal Energy Contract Amount**" or "**SECA**" and "**Annual Energy Contract Amount.**" Payments to Seller for actual Energy delivered to the Point of Delivery will be determined as set forth in **Appendix A**. The sale and purchase of Energy delivered to the Point of Delivery will include, at no additional cost to Georgia Power, the transfer from Seller to Georgia Power of any and all

Environmental Attributes and Electrical Products associated with such Energy. *The payments expressly provided for in this Agreement represent all compensation owed to Seller by Georgia Power for all Renewable 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 Article 8 (Curtailments; Delivery to Southern Company Transmission System). 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 Article 8. 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 PPA 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.*

XVI. Section 7.2 (Limitations on Georgia Power's Payment for Excess Energy) is deleted in its entirety and replaced with the following (with the added modifications in italics):

Pursuant to **Appendix A**, notwithstanding anything to the contrary herein, Seller is not entitled to compensation under this Agreement for: *(i) Rejected Clipped Energy; and (ii) Excess Energy that exceeds one hundred thirty-five percent (135%) of the applicable Seasonal Energy Contract Amount. Georgia Power will receive a true-up credit for Monthly Renewable Energy Payments pursuant to **Appendix A** for any amount of Seasonal Delivered Energy that exceeds one hundred thirty-five percent (135%) of the applicable Seasonal Energy Contract Amount.*

XVII. Section 7.4 (Undelivered Energy) is deleted in its entirety and replaced with the following (with the added modifications in italics):

Georgia Power will not be obligated to receive or, subject to *the other terms of this Agreement, including in Section 8.2.1*, purchase Energy that Seller does not deliver to the Point of Delivery, including any *BESS Connection Outage Energy*, Undelivered Force Majeure Energy, Georgia Power Curtailed Energy, and Seller Curtailed Energy; *provided, however, that 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.*

XVIII. Section 7.6 (Point of Delivery; Title; Risk of Loss) is deleted in its entirety 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 Renewable Energy to Georgia Power at the Point of Delivery, *and title to Renewable Energy will pass from Seller to Georgia Power at the Point of Delivery. Risk of loss of 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.

XIX. Section 8.2.1 is deleted in its entirety and replaced with the following (with the added modifications in italics):

If during an Annual Period there are one or more Georgia Power Curtailments for operational reasons associated with load balancing ("**Load Balancing Curtailment**"), *and such Load Balancing Curtailments in the aggregate exceed twenty (20) Hours in the Annual Period, such amount of Energy, in MWh, curtailed during the Annual Period in excess of twenty (20) Hours ("Excess Load Balancing Curtailed Energy")* will be addressed pursuant to **Appendix A** in the determination of the Seasonal Energy True-Up Quantity for the applicable Seasonal Period(s) in which the Excess Load Balancing Curtailed Energy occurred; provided, however, the *total of the* Seasonal Energy True-Up Quantity for the applicable Seasonal Period cannot exceed one hundred and *thirty-five percent (135%)* of the applicable Seasonal Energy Contract Amount in **Appendix H-1**.

XX. A new Section 8.5 (BESS Connection Outage) will be added to Article 8 (Curtailments; Delivery to Southern Company Transmission System) to read in its entirety as follows:

Notwithstanding anything to the contrary in this Agreement, Seller is entitled to curtail or cease delivery of 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 4.3 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 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 the Deemed Delivered Energy (but only for the first thirty (30) Days of any and all such BESS Connection Outages collectively); provided, however, in no circumstance will such BESS Connection Outage Energy be included in the calculations of the Seasonal Energy True-Up Quantity and Monthly Delivered Energy in **Appendix A**.

XXI. Section 10.1.1 is deleted in its entirety and replaced with the following (with the added modifications in italics):

10.1.1 For each Month in each Annual Period, Georgia Power will pay Seller a Monthly Renewable Energy Payment in accordance with **Appendix A** for (a) the Monthly Delivered Energy *and the Excess Repower Monthly Delivered Energy* (which includes all compensation for the Monthly Delivered Energy *and the Excess Repower Monthly Delivered Energy* and the transfer of the Environmental Attributes and the Electrical Products associated with the Monthly Delivered Energy *and the Excess Repower Monthly Delivered Energy*) during such Month, *plus* (b) any Excess Load Balancing Curtailed Energy during such Month. The Monthly Renewable Energy Payments for each Seasonal Period will be subject to a true-up with respect to a Target Seasonal Payment pursuant to the provisions of **Appendix A**. For the avoidance of doubt, Georgia Power will receive a true-up credit for Monthly Renewable Energy Payments pursuant to **Appendix A** (i) for any amount of Seasonal Delivered Energy that exceeds *one hundred*

thirty five percent (135%) of the Seasonal Energy Contract Amount, and (ii) if the Seasonal Delivery Percentage is less than ninety percent (90%). If a true-up credit is owed by Seller or a true-up payment is owed by Georgia Power for a Seasonal Period pursuant to the provisions of **Appendix A**, then, subject to the provisions of Section 10.2.3, the true-up payment or true-up credit, as applicable, will be included in the invoice issued under Section 10.2.2 for the Monthly Renewable Energy Payment for the last Month of the Seasonal Period.

XXII. Section 11.1.12 is deleted in its entirety and replaced with the following (with the added modifications in italics):

The Facility's maximum output: *(i) at the Point of Delivery must not exceed the Generating Capacity stated in Section 2.1; and (ii) at the Point of Interconnection must not exceed the Interconnection Limit.* Seller will not make any change fundamentally altering the location of the Facility or the type of power generation technology or materially reducing the capacity of the Facility.

XXIII. Section 12.1.5 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 (2) consecutive Annual Periods; provided, however, that any Deemed Delivered Energy for an Annual Period *(not including BESS Connection Outage Energy for the portion of any BESS Connection Outage in excess of 30 Days, collectively, during the Term)* will count toward the Minimum Energy Contract Amount for such Annual Period for the purpose of this Section 12.1.5.

XXIV. References to "Point of Delivery" in Section 8.4 (Transmission and Delivery Responsibilities of Georgia Power), Section 14.1 (Scope of Indemnity), and Section 16.2 (Force Majeure Exclusions) are hereby, in each case, replaced by "Point of Interconnection."

XXV. Section 18.11 (Amendments) is deleted in its entirety and replaced with the following (with the added modifications in italics):

Except as provided in Section 2.6 concerning Appendices F, J, K, and L, this Agreement may be amended only by a written instrument duly executed by both Parties, each of which has received all approvals of Governmental Authorities of competent jurisdiction necessary for the effectiveness thereof.

XXVI. The second sentence of Section 18.12 (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:

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

- XXVII. **Appendix A (Renewable Energy Payment Calculation)** is deleted in its entirety and replaced with the **Appendix A (Renewable Energy Payment Calculation)** attached to this Amendment.
- XXVIII. **Reserved.**
- XXIX. **Appendix H (Seasonal and Annual Energy Contract Amount)** is changed to **Appendix H-1 (Seasonal and Annual Energy Contract Amount)**.
- XXX. **Appendix H-2 (Monthly Energy Target Cap Determination Factors)**, attached to this Amendment, is hereby added to the Agreement as **Appendix H-2 (Monthly Energy Target Cap Determination Factors)**.
- XXXI. **Appendix J (Facility One-Line Diagram)** is deleted in its entirety and replaced with the **Appendix J (Facility One-Line Diagram)** attached to this Amendment, which may be updated in accordance with Schedule 2.6 of this Amendment.
- XXXII. **Appendix K (Repower Description)**, attached to this Amendment, is hereby added to the Agreement as **Appendix K (Repower Description)**.
- XXXIII. **Appendix L (Facility Outage Schedule)**, attached to this Amendment, is hereby added to the Agreement as **Appendix L (Facility Outage Schedule)**.
- XXXIV. **Appendix M (AGC Minimum Data Requirements)**, attached to this Amendment, is hereby added to the Agreement as **Appendix M (AGC Minimum Data Requirements)**.
- XXXV. **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

Dougherty County Solar, LLC

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

By: _____
Name: Matthew Roskot
Title: President

Date: _____

Date: _____

SCHEDULE 2.6 – REPOWER

2.6.1 Subject to the requirements of this Section 2.6, Seller will replace certain or all photovoltaic panels, inverters, or other equipment (“**Equipment**”) installed at the Facility, in whole or in part, with newer technology as provided in the repower description in **Appendix K** (the “**Repower**”). Seller must conduct and construct the Repower in accordance with the Facility Outage Schedule provided in **Appendix L** (the “**Facility Outage Schedule**”). Seller must provide written notice to Georgia Power of Seller’s commencement of the Repower, including the date of such commencement (such date, the “**Repower Commencement Date**”, and such notice, a “**Repower Commencement Notice**”). The Repower Commencement Date must occur on or before September 30, 2027. If applicable, Seller may propose revisions to **Appendix K** and **Appendix L**, which will be subject to Georgia Power’s approval as provided in this Section 2.6.1. Georgia Power will have thirty (30) Days from its receipt of any proposed revisions to **Appendix K** and **Appendix L** to approve or reject Seller’s proposed revisions by written notice to Seller. If Georgia Power delivers such approval, or if Georgia Power does not deliver such a rejection, within such thirty (30) Day period, then such proposed revisions will be deemed approved by Georgia Power and will automatically replace the then-current **Appendix K** and **Appendix L**, as applicable. If Georgia Power timely rejects Seller’s proposed revisions, then Georgia Power and Seller will negotiate in good faith for an additional thirty (30) Day period from the date Seller receives such rejection notice to incorporate modifications to **Appendix K** and **Appendix L**, as applicable. Upon the Parties’ approval of the revised **Appendix K** and **Appendix L**, as applicable, such revised **Appendix K** and **Appendix L**, as applicable, will automatically replace the then-current **Appendix K** and **Appendix L**, as applicable. For purposes of this Section 2.6.2, in considering its approval or rejection of any proposed modifications to Appendix K or Appendix L, Georgia Power will not be required to provide its approval to any modification of **Appendix K** or **Appendix L**, that among other things: (i) could have an adverse effect on the Facility or Georgia Power; (ii) could increase the size of the Repower such that the Generating Capacity of the Facility after the completion of the Repower work would be greater than **REDACTED** MW; (iii), would extend the Facility Outage Schedule in any material respect without compensation from Seller for all costs and losses incurred by Georgia Power for such extension; (iv) would modify the Facility Outage Schedule to include any Facility outage during the Months of December, January, or February that results in a Facility Capability after Proration in Appendix L (*Facility Outage Schedule*) of less than 90% for any such Month (meaning that the outage is greater than 10%); or (v) would modify in any material respect the Facility Outage Schedule for any other Month. Notwithstanding anything to the contrary in this Agreement, Seller will not be required to commence or continue with the Repower if Seller delivers written notice to Georgia Power (a “**Non-Repower Notice**”) on or before December 31, 2026, that Seller has determined not to commence or continue with the Repower, in its sole discretion.

2.6.2 The Repower Completion Date will not occur until the following conditions are satisfied: (i) the Facility (with the Repower) will have a Generating Capacity and total capability of approximately **REDACTED** MW as measured at the Point of Delivery, unless the scope of the Repower is reduced pursuant to the terms of this Section 2.6, provided further that the Generating Capacity will not be less than the Generating Capacity at the beginning of the Repower Period; (ii) the Facility (with the Repower) will fulfill the criteria provided in subsections (i) and (ii) of Section 2.4.2; and (iii) Seller will have delivered to Georgia Power a certificate from a responsible officer of Seller that is reasonably acceptable to Georgia Power, providing those averments in subsections (iii) and (iv) of Section 2.4.2 in this case concerning the Facility (with the Repower) on the Repower Completion Date. For the avoidance of doubt and notwithstanding anything to the contrary in this Agreement, Seller may decide in its sole discretion during the Repower Period to lessen the scope of the Repower, provided that at the conclusion of the Repower, the Generating Capacity must be equal to or greater than **120 MW**, the Repower is constructed in accordance with **Appendix K** and the terms hereunder, and the Facility Outage Schedule is modified for the remainder of the Repower Period in proportion to the reduction in

scope of the Repower. Upon the Repower Completion Date, Seller must deliver to Georgia Power (a) a modified **Appendix F**, with a revised description of the Facility to reflect the Facility with the Repower, and (b) a modified **Appendix J**, with a revised Facility one-line diagram reflecting the Facility with the Repower. Upon delivery of the same, Georgia Power will have thirty (30) Days to deliver to Seller its written approval or, if applicable, rejection of such proposed modifications to **Appendix F** and **Appendix J**. If Georgia Power delivers such approval, or if Georgia Power does not deliver such a rejection within such thirty (30) Day period, such modified **Appendix F** and **Appendix J**, as applicable, will be deemed approved by Georgia Power and will automatically replace the then-current **Appendix F** and **Appendix J**. If Georgia Power delivers a rejection of either or both such appendices to Seller within such thirty (30) Day period, then Georgia Power and Seller will negotiate in good faith to accurately revise **Appendix F** and **Appendix J**. Upon both Parties approval of the same, the modified **Appendix F** and **Appendix J** will automatically replace the then-current **Appendix F** and **Appendix J**.

2.6.3 Notwithstanding anything to the contrary in this Agreement, from the Repower Commencement Date until the earlier of (i) the Repower Completion Date, (ii) the date that is four hundred and twenty (420) Days after the Repower Commencement Date, (iii) the delivery date of the Non-Repower Notice, or (iv) the abandonment of the Repower by Seller (as evidenced by 60 consecutive Days of no material construction work on the Repower) ("**Reduced Output Period**"), the Annual Energy Contract Amount and the Seasonal Energy Contract Amount during the Reduced Output Period will be prorated in accordance with the Facility Outage Schedule for each phase provided on the Facility Outage Schedule ("**Repower Phase**"), and those procedures in **Appendix A Section 2** (Determination of *Seasonal True-up Payment or Credit*) and the obligations of the Seller in this Agreement, will be administered with those prorated amounts. For instance, as an example only (this example is not tied to the actual Appendix H-1), if the Annual Energy Contract Amount listed on Appendix H-1 were 100,000 MWh for the Annual Period during which Repower Phase 2 of the Reduced Output Period (**REDACTED**) occurs, then the Annual Energy Contract Amount for such Repower Phase 2 would be **REDACTED** MWh (**REDACTED**% of the Annual Energy Contract Amount listed for such Annual Period on **Appendix H-1**), and during the same period, the Minimum Energy Contract Amount would be **REDACTED** MWh (**REDACTED**% of the prorated Annual Energy Contract Amount for such time period). The prorations will be incorporated and revert based strictly on the schedule provided for each Repower Phase in the Facility Outage Schedule whether or not such Repower Phase has actually begun or been completed, provided that the Facility Outage Schedule will be extended for any delay caused by a Force Majeure Event in accordance with Article 16. The Facility Outage Schedule establishes pre-approved Scheduled Outages for the Annual Periods, if applicable, covered by the Reduced Output Period.

2.6.4 During the Repower Period, Seller must, from time to time and at the request of Georgia Power, provide Georgia Power with: (i) updates regarding the estimated schedule of construction; and (ii) estimates of the then-current generating capacity of the Facility.

2.6.5 Notwithstanding anything else herein to the contrary, the Repower must not be constructed and the Facility Outage Schedule must not include any outage, partial or whole, after the BESS Commercial Operation date.

2.6.6 If the BESS PPA is terminated (a "**BESS Termination**"), then notwithstanding anything else herein to the contrary: (i) the Reduced Output Period will immediately terminate and the prorations of the Annual Energy Contract Amount and the Seasonal Energy Contract Amount (and any other related prorations) will immediately cease and no longer apply; (ii) Georgia Power will recalculate each Target Seasonal Payment made during the Reduced Output Period and, if applicable, Seller must immediately reimburse by lump sum payment to Georgia Power any true-up payment made during the Reduced Output Period; and (iii) Seller's compliance with Section 12.1.5 will be recalculated for the

current Annual Period of the BESS Termination and any other Annual Period immediately before the BESS Termination during the Facility Outage Schedule as if the Annual Energy Contract Amount had not been prorated in accordance with the Facility Outage Schedule; provided, however, that Georgia Power will not notice an Event of Default under Section 12.1.5 that includes any Annual Period during the Facility Outage Schedule unless such Annual Period is one of three consecutive Annual Periods when Seller did not provide Georgia Power with the Minimum Energy Contract Amount.

APPENDIX A

RENEWABLE ENERGY PAYMENT CALCULATION

The Renewable Energy payments to Seller include Monthly Renewable Energy Payments plus a seasonal true up payment or credit, if applicable.

1. Determination of Monthly Renewable Energy Payments

The Monthly Renewable Energy Payment (“**MREP**”) will be calculated as follows:

$$\text{MREP} = (\text{MDE} * \text{CEP}) + (\text{ERMDE} * (\text{REP} - \text{CEP}))$$

Where:

MDE = the Monthly Delivered Energy is the amount of Energy, in MWh, delivered by Seller from the Facility to Georgia Power at the Point of Delivery as adjusted for Electrical Losses pursuant to Section 6.2.5, up to the ERMDE Cap (ERMDEC). For the avoidance of doubt, all MDE (other than actual transformer losses) includes the transfer of Environmental Attributes and Electrical Products.

ERMDE = the Excess Repower Monthly Delivered Energy is the amount of Energy, in MWh, delivered by Seller from the Facility to Georgia Power at the Point of Delivery as adjusted for Electrical Losses pursuant to Section 6.2.5, in excess of the Monthly Energy Target Cap (METC) up to the ERMDE Cap (ERMDEC). For the avoidance of doubt, all ERMDE includes the transfer of Environmental Attributes and Electrical Products.

ERMDEC = the ERMDE Cap is determined by multiplying the appropriate Monthly Factor in **Appendix H-2** by the Annual Energy Contract Amount (AECA) in MWh from the corresponding Annual Period in **Appendix H-1** and then multiplying the resulting MWh by 135%.

METC = the Monthly Energy Target Cap is determined by multiplying the appropriate Monthly Factor in **Appendix H-2** by the Annual Energy Contract Amount (AECA) in MWh from the corresponding Annual Period in **Appendix H-1** and then multiplying the resulting MWh by 110%.

CEP = the Contract Energy Price for each Annual Period will be as provided in Table A below:

Table A-1

Contract Energy Price	
Annual Period	(\$/MWh)
1	REDACTED
2	REDACTED
3	REDACTED
4	REDACTED
5	REDACTED

6	REDACTED
7	REDACTED
8	REDACTED
9	REDACTED
10	REDACTED
11	REDACTED
12	REDACTED
13	REDACTED
14	REDACTED
15	REDACTED
16	REDACTED
17	REDACTED
18	REDACTED
19	REDACTED
20	REDACTED
21	REDACTED
22	REDACTED
23	REDACTED
24	REDACTED
25	REDACTED
26	REDACTED
27	REDACTED
28	REDACTED
29	REDACTED
30	REDACTED

REP = the Repower Energy Price for each Annual Period will be the same as the Contract Energy Price.

2. **Determination of Seasonal True-up Payment or Credit**

At the end of each Seasonal Period, a calculation will be made to determine whether a true-up payment or true-up credit is owed for such Seasonal Period as follows: (a) if the sum of the Monthly Renewable Energy Payments made to Seller for that Seasonal Period is more than the applicable “**Target Seasonal Payment**” shown in Table B below, Seller will owe Georgia Power a true-up credit equal to such difference; or (b) if the sum of the Monthly Renewable Energy Payments made to Seller for that Seasonal Period is less than the applicable Target Seasonal Payment, Georgia Power will owe Seller a true-up payment equal to such difference. Such true-up payment or true-up credit will be paid in accordance with Section 10.1.1. For the avoidance of doubt, (i) any Excess Load Balancing Curtailed Energy during a Seasonal Period will be addressed in the Target Seasonal Payment calculation pursuant to the provisions of this **Appendix A**, subject to the limitation set forth herein that the Seasonal Energy True-Up Quantity for the applicable Seasonal Period cannot exceed one hundred and thirty-five percent (135%) of the applicable Seasonal Energy Contract Amount, and (ii) Georgia Power will receive a Target Seasonal Payment true-up credit as set forth in Table B if the Seasonal Delivery Percentage is less than ninety percent (90%).

Table B

SDP for the Seasonal Period	Target Seasonal Payment			
	Winter Season	Spring Season	Summer Season	Fall Season
SDP \geq 90%	$100\% * ((\text{SETQ} - \text{SERE}) * \text{CEP}) + (\text{SERE} * \text{REP})$	$100\% * ((\text{SETQ} - \text{SERE}) * \text{CEP} + (\text{SERE} * \text{REP}))$	$100\% * ((\text{SETQ} - \text{SERE}) * \text{CEP} + (\text{SERE} * \text{REP}))$	$100\% * ((\text{SETQ} - \text{SERE}) * \text{CEP} + (\text{SERE} * \text{REP}))$
$90\% > \text{SDP} \geq 85\%$	$90\% * \text{SETQ} * \text{CEP}$	$95\% * \text{SETQ} * \text{CEP}$	$90\% * \text{SETQ} * \text{CEP}$	$95\% * \text{SETQ} * \text{CEP}$
$85\% > \text{SDP} \geq 75\%$	$80\% * \text{SETQ} * \text{CEP}$	$90\% * \text{SETQ} * \text{CEP}$	$80\% * \text{SETQ} * \text{CEP}$	$90\% * \text{SETQ} * \text{CEP}$
$75\% > \text{SDP} \geq 0\%$	$\text{SETQ} * \text{Prevailing Rate}$	$\text{SETQ} * \text{Prevailing Rate}$	$\text{SETQ} * \text{Prevailing Rate}$	$\text{SETQ} * \text{Prevailing Rate}$

Where:

SDP = Seasonal Delivery Percentage for the applicable Seasonal Period. The SDP is the ratio of the sum of the Seasonal Delivered Energy ("**SDE**") and any Deemed Delivered Energy ("**DDE**"), to the applicable Seasonal Energy Contract Amount ("**SECA**"), i.e.,

$$\text{SDP} = (\text{SDE} + \text{DDE}) / (\text{SECA})$$

SDE = Seasonal Delivered Energy is the amount of Energy, in MWh, delivered by Seller to Georgia Power at the Point of Delivery during the applicable Seasonal Period pursuant to this Agreement. For the avoidance of doubt, SDE includes SERE,

SERE = Seasonal Excess Repower Energy is the total amount of monthly Excess Repower Monthly Delivered Energy, in MWh, delivered by Seller to Georgia Power during the applicable Seasonal Period as per the following formula:

$$\text{If } \text{SDP} > 110\%, \text{ then } \text{SERE} = (\text{SDP} - 110\%) * \text{SECA}, \text{ otherwise } \text{SERE} = 0$$

DDE = Deemed Delivered Energy for the applicable Seasonal Period, in MWh. The methodology for the estimate of Deemed Delivered Energy will be determined by the PPA Operating Committee. If the Parties fail to agree on the amount of Deemed Delivered Energy, the Parties agree to resolve the matter pursuant to the provisions of Article 17.

SECA = Seasonal Energy Contract Amount for each Seasonal Period will be as provided in Appendix H.

Excess Load Balancing Curtailed Energy = with respect to a Seasonal Period, any Excess Load Balancing Curtailed Energy during the Seasonal Period determined pursuant to Section

8.2. The methodology for the calculation of Excess Load Balancing Curtailed Energy will be determined by the PPA Operating Committee and will be consistent with how Deemed Delivered Energy associated with Georgia Power Curtailments is calculated. If the Parties fail to agree on the amount of Excess Load Balancing Curtailed Energy, the Parties agree to resolve the matter pursuant to the provisions of Article 17.

SETQ = Seasonal Energy True-Up Quantity for the applicable Seasonal Period. The SETQ is the sum of the SDE plus Excess Load Balancing Curtailed Energy, if any, for the applicable Seasonal Period; provided, however, that the SETQ for each respective Seasonal Period cannot exceed one hundred and thirty-five percent (135%) of the applicable Seasonal Energy Contract Amount. The SETQ will equal the lesser of (i) the sum of the SDE plus any Excess Load Balancing Curtailed Energy, if any, for the applicable Seasonal Period, and (ii) 135% of the applicable SECA.

SETQ = $\text{Min} ((\text{SDE} + \text{any Excess Load Balancing Curtailed Energy}), (135\% * \text{SECA}))$

For the avoidance of doubt, the amount of any Excess Load Balancing Curtailed Energy, included in the calculation of the SETQ for an applicable Seasonal Period cannot exceed an amount equal to the difference of (i) 110% of the applicable SECA, minus (ii) the SDE, and if the SDE equals or exceeds 110% of the applicable SECA, no amount of Excess Load Balancing Curtailed Energy for the Seasonal Period will be included in the calculation of the SETQ for the Seasonal Period.

Prevailing Rate = the lower of AER or 75% of CEP.

AER = the Avoided Energy Rate will be, for each Hour of a given Month, the amount, in \$/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 RCB Framework approved by the GPSC in Docket No. 40161.

APPENDIX H-2

MONTHLY ENERGY TARGET CAP DETERMINATION FACTORS

Month	Monthly Factor
Jan	.060
Feb	.062
Mar	.086
Apr	.097
May	.110
Jun	.101
Jul	.104
Aug	.097
Sep	.086
Oct	.082
Nov	.064
Dec	.051

APPENDIX J

REDACTED

APPENDIX K

REPOWER DESCRIPTION

REDACTED

APPENDIX L

FACILITY OUTAGE SCHEDULE

Repower Phase	Start Date	End Date	Total MW Online	Facility Capability after Proration %
1	REDACTED	REDACTED	REDACTED	REDACTED
2	REDACTED	REDACTED	REDACTED	REDACTED
3	REDACTED	REDACTED	REDACTED	REDACTED
4	REDACTED	REDACTED	REDACTED	REDACTED
5	REDACTED	REDACTED	REDACTED	REDACTED
6	REDACTED	REDACTED	REDACTED	REDACTED
7	REDACTED	REDACTED	REDACTED	REDACTED

APPENDIX M – AGC MINIMUM DATA REQUIREMENTS¹

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 M**, 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 M** 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. 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)

¹ This Appendix has been prepared for a solar facility. If a different technology is utilized at the Facility, this Appendix will be revised accordingly to reflect comparable requirements.

- 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.