# Energy Only
# Power Purchase Agreement
# for
# CARES 2025 Utility Scale RFP
# at
# #FacilityName#
# between
# Georgia Power Company
# and
# #SellerLegalName#

## Project ID: GPC #ProjectID#

*This agreement contains confidential information for use by GPC, Seller, or their Affiliates only; do not disclose, copy, or scan for any other purpose, except to the extent required by law or allowed by contract.*

**SCHEDULE OF DEFINED TERMS** ..... ~~6~~9
**PART 1. CONDITIONS TO EFFECTIVENESS OF PPA** ..... ~~17~~20
1.1 Mutual Conditions. ..... ~~17~~20
**PART 2. FACILITY DESIGN AND CONSTRUCTION** ..... ~~18~~21
2.1 Facility. ..... ~~18~~21
2.2 Consents, Verifications, Compliance. ..... ~~18~~21
2.3 Design, Construction, and Achieving Commercial Operation. ..... ~~18~~21
2.4 ~~Grid Cost Improvements~~Reserved. ..... ~~20~~23
2.5 Failure to Achieve Required Commercial Operation Date. ..... ~~20~~23
**PART 3. TERM AND TERMINATION** ..... ~~21~~24
3.1 Term. ..... ~~21~~24
3.2 Survival of Rights. ..... ~~21~~24
3.3 Effect of Termination. ..... ~~21~~24
**PART 4. OPERATION AND MAINTENANCE OF THE FACILITY** ..... ~~22~~25
4.1 General Standards. ..... ~~22~~25
4.2 Maximum Energy Delivery. ..... ~~22~~25
4.3 Scheduled Outages. ..... ~~22~~25
4.4 Unplanned Outages. ..... ~~22~~25
4.5 Scheduling Communications. ..... ~~23~~26
4.6 Inspections and Access to the Facility. ..... ~~23~~26
4.7 Availability of Records. ..... ~~23~~26
4.8 Station Service. ..... ~~24~~27
4.9 PPA Operating Committee. ..... ~~24~~27
4.10 Reserved. ..... ~~24~~27
4.11 Data Collection; Weather Station. ..... ~~24~~27
4.12 AGC. ..... ~~25~~28
4.13 AGC Performance Requirements. ..... ~~26~~29
4.14 Potential High Limit; Curtailed Energy. ..... ~~26~~29
4.15 Reactive Power. ..... ~~27~~30
4.16 Cybersecurity. ..... ~~27~~30
**PART 5. PERFORMANCE SECURITY** ..... ~~27~~30
5.1 Performance Security. ..... ~~27~~30
5.2 Replacement, Supplemental, and Release of Collateral. ..... ~~28~~31
5.3 Draws; Replenishment. ..... ~~29~~32
5.4 Reporting. ..... ~~29~~32
5.5 Delivery of Eligible Collateral for Performance Security. ..... ~~29~~32
**PART 6. INTERCONNECTION, METERING, AND TELEMETRY** ..... ~~29~~32
6.1 Interconnection. ..... ~~29~~32
6.2 Metering and Telemetry. ..... ~~30~~33
6.2 [Metering and Telemetry.] ..... ~~30~~33
**PART 7. PURCHASE AND SALE OF RENEWABLE ENERGY** ..... ~~31~~34
7.1 Delivery, Purchase, and Sale of Renewable Energy. ..... ~~31~~34
7.2 Limitation on GPC's Payment for Excess Energy. ..... ~~31~~34
7.3 Testing and Test Energy. ..... ~~31~~34
7.4 Undelivered Energy. ..... ~~32~~35
7.5 Point of Delivery; Title; Risk of Loss. ..... ~~32~~35
7.6 No Sales to Third Parties. ..... ~~32~~35

7.7 Determination of Amounts of Delivered Energy. ~~32~~35
**PART 8. CURTAILMENTS; TRANSMISSION AND DELIVERY RESPONSIBILITIES ~~32~~35**
8.1 Compliance. ~~32~~35
8.2 Curtailed Energy. ~~32~~35
8.3 Seller Curtailed Energy. ~~32~~35
8.4 Transmission and Delivery Responsibilities of GPC. ~~33~~36
8.5 Transmission and Delivery Responsibilities of Seller. ~~33~~36
**PART 9. ENVIRONMENTAL ATTRIBUTES ~~33~~36**
9.1 Provision of Environmental Attributes. ~~33~~36
**PART 10. RENEWABLE ENERGY PAYMENTS ~~34~~37**
10.1 Monthly Renewable Energy Payments; Seasonal Period True-up. ~~34~~37
10.2 Billing and Payment. ~~34~~37
10.3 Billing Disputes and Final Accounting. ~~35~~38
10.4 Interest. ~~35~~38
**PART 11. REPRESENTATIONS, WARRANTIES AND COVENANTS ~~35~~38**
11.1 Seller Representations, Warranties and Covenants. ~~35~~38
11.2 GPC Representations, Warranties and Covenants. ~~37~~40
11.3 Survival of Representations, Warranties and Covenants. ~~38~~41
**PART 12. EVENTS OF DEFAULT; REMEDIES ~~38~~41**
12.1 Default by Seller. ~~38~~41
12.2 Default by GPC. ~~40~~43
12.3 Remedies for Events of Default. ~~41~~44
12.4 Limitation of Remedies, Liability and Damages. ~~41~~44
12.5 Waiver of Consequential Damages. ~~42~~45
12.6 Disclaimer of Warranties. ~~42~~45
12.7 Duty to Mitigate. ~~42~~45
12.8 No Interruption. ~~42~~45
12.9 Limitation of Duty to Buy. ~~42~~45
**PART 13. COMPLIANCE WITH LAWS ~~43~~46**
13.1 Compliance. ~~43~~46
13.2 Compliance with Required BMPs and Recommended Best Practices. ~~43~~46
13.3 Wildlife. ~~43~~46
13.4 Notices of Violations and Potential Violations; NOV Remediation Plan. ~~43~~46
13.5 Approvals. ~~44~~47
13.6 Change of Law. ~~44~~47
13.7 Tariff Changes; IRA Changes. ~~44~~47
**PART 14. RISK AND CLAIMS ~~44~~47**
14.1 Liability for Facility. ~~44~~47
14.2 No Liability. ~~44~~47
14.3 Indemnity. ~~44~~47
14.4 Survival. ~~44~~47
**PART 15. INSURANCE ~~45~~48**
15.1 Insurance Required of Seller. ~~45~~48
15.2 Proof of Insurance. ~~45~~48
15.3 General Terms. ~~45~~48
15.4 Required Insurance. ~~45~~48
15.5 Notice of Change or Cancellation. ~~46~~49
15.6 Payment of Premiums. ~~46~~49

15.7 No Waiver of Liability. ~~46~~49
**PART 16. FORCE MAJEURE ~~46~~49**
16.1 Definition of Force Majeure Event. ~~46~~49
16.2 Force Majeure Exclusions. ~~46~~49
16.3 No Breach or Liability. ~~47~~50
16.4 Mitigation. ~~47~~50
16.5 Burden of Proof and Supporting Documentation. ~~47~~50
16.6 Suspension of Performance. ~~47~~50
16.7 Extended FME. ~~47~~50
16.8 Effect on Payments. ~~48~~51
**PART 17. DISPUTE RESOLUTION ~~48~~51**
17.1 Notice of Dispute; Dispute Resolution Process. ~~48~~51
17.2 JAMS Arbitration for Billing Disputes. ~~48~~51
17.3 Initiation of Arbitration; Selection of Arbitrators. ~~48~~51
17.4 Discovery; Hearing. ~~49~~52
17.5 Confidential Proceeding. ~~49~~52
17.6 Arbitration Cost. ~~49~~52
17.7 Arbitrator Decisions. ~~49~~52
17.8 Location of Arbitration. ~~50~~53
17.9 Mandatory Arbitration. ~~50~~53
17.10 Injunctive Relief. ~~50~~53
17.11 Continued Performance. ~~50~~53
**PART 18. MISCELLANEOUS ~~50~~53**
18.1 Assignment, Transfers, and Changes of Control. ~~50~~53
18.2 Financing Assignment; Estoppels. ~~51~~54
18.3 Reimbursement of GPC's Costs. ~~51~~54
18.4 General Requirements. ~~51~~54
18.5 Taxes. ~~51~~54
18.6 No Partnership. ~~52~~55
18.7 Successors and Assigns. ~~52~~55
18.8 No Third-Party Benefit. ~~52~~55
18.9 No GPC Affiliate Liability. ~~52~~55
18.10 Time of Essence; No Waiver. ~~52~~55
18.11 Amendments. ~~52~~55
18.12 Notice. ~~52~~55
18.13 Counterparts. ~~52~~55
18.14 Contract Interpretation. ~~53~~56
18.15 Governing Law; Forum for Disputes. ~~53~~56
18.16 Submission to Jurisdiction. ~~53~~56
18.17 Confidentiality. ~~53~~56
18.18 Public Statements or Press Releases. ~~54~~57
18.19 Photographs. ~~54~~57
18.20 Liability. ~~54~~57
18.21 GPC's Agent. ~~54~~57
18.22 Entire Agreement. ~~54~~57
18.23 Transfer of Information Acknowledgement. ~~54~~57
18.24 Severability. ~~54~~57

18.25 No Agency. ..... ~~55~~58
18.26 Further Assurances. ..... ~~55~~58
**EXHIBIT A – RENEWABLE ENERGY PAYMENT & SEASONAL PERIOD TRUE-UP CALCULATIONS** ..... ~~56~~59
**EXHIBIT B – FORM OF STANDBY LETTER OF CREDIT** ..... ~~59~~62
**EXHIBIT C – FORM OF GUARANTY** ..... ~~64~~67
**EXHIBIT D – VIE CERTIFICATION** ..... ~~73~~76
**EXHIBIT E – FINANCE LEASE CERTIFICATION** ..... ~~75~~78
**EXHIBIT F – FACILITY DESCRIPTION AND ADDITIONAL DETAILS** ..... ~~76~~79
**EXHIBIT G – SEASONAL AND ANNUAL ENERGY CONTRACT AMOUNT** ..... ~~77~~80
**EXHIBIT H – TRANSFER OF INFORMATION ACKNOWLEDGEMENT** ..... ~~78~~81
**EXHIBIT I – FACILITY ONE-LINE DIAGRAM** ..... ~~79~~82
**EXHIBIT J – PERFORMANCE METRICS AND PERFORMANCE REQUIREMENTS** ..... ~~80~~83
**EXHIBIT K – AGC MINIMUM DATA REQUIREMENTS** ..... ~~81~~84
**EXHIBIT L – NOTICES** ..... ~~85~~88
**EXHIBIT M – REQUIREMENTS FOR PPA FACILITY** ..... ~~86~~89
**EXHIBIT N – FORM OF COMMERCIAL OPERATION COMPLETION CERTIFICATE** ..... ~~89~~92
**EXHIBIT O – ENVIRONMENTAL COMPLIANCE CERTIFICATION** ..... ~~91~~94
**EXHIBIT P – TARIFF CHANGES; IRA CHANGES** ..... ~~92~~95
~~**EXHIBIT Q – FORM OF ON-DEMAND BOND** ..... 95~~

# SCHEDULE OF DEFINED TERMS

**This PPA uses the defined terms identified in this *Schedule of Defined Terms* or in the body of this PPA and the rules of construction described in Section 18.14 (*Contract Interpretation*).**

[**Adjustment Period**: Either: (i) the actual period when inaccurate measurements were made by the Metering System, if that period can be determined to the mutual satisfaction of the Parties; or (ii) if such actual period cannot be determined to the mutual satisfaction of the Parties, the second half of the period from the date of the last test of the Metering System to the date such failure is discovered or such test is made.] ***[Note: This definition of "Adjustment Period" to be used if the Facility is interconnecting to the Southern Transmission Territory.]***

[**Adjustment Period**: Either: (i) the actual period when inaccurate measurements were made by Seller's Meter, if that period can be determined to the mutual satisfaction of the Parties; or (ii) if such actual period cannot be determined to the mutual satisfaction of the Parties, the second half of the period from the date of the last test of Seller's Meter to the date such failure is discovered or such test is made.] ***[Note: This definition of "Adjustment Period" to be used if the Facility is interconnecting to an Electric System outside the SBAA.]***

**AER**: See *Avoided Energy Rate*.

**Affected System**: An Electric System utility other than the Southern Company Transmission System or an electric facility owner whose facilities require additions, modifications, or upgrades that are necessary for safe and reliable operation of the Electric System during parallel operation of the Facility, other than those required due to GPC's designation of the Facility output to serve GPC's customers (i.e., to deliver the Energy from the Point of Delivery to GPC's customers).

**Affected System Upgrade**: Any addition, modification, or upgrade to an Affected System's Electric System that would be necessary for safe and reliable operation of the Electric System during parallel operation of the Facility. Each addition, modification, or upgrade will be constructed and owned by that Affected System.

**Affiliate**: For any specific Person, any other Person directly or indirectly controlling or controlled by, or under common control with such specified Person. For purposes of this definition, "control," when used with respect to any entity, means the power to direct the management and policies of such entity, directly, or indirectly, whether through the ownership of voting securities, by contract or otherwise. For purposes of this PPA, it is assumed that the direct or indirect owner of 50% or more of the outstanding stock or other equity interest of a Person has "control" of such Person; the terms "controlling" and "controlled" have meanings correlative to the foregoing.

**After-Tax Basis**: With respect to a given payment required to be made to any Person, the amount of such payment ("**Base Payment**") supplemented by a further payment ("**Additional Payment**") to that Person so that the sum of the Base Payment plus the Additional Payment will, after deduction of the amount of all income taxes required to be paid by such Person in respect of the receipt or accrual of the Base Payment and the Additional Payment (taking into account the net present value of any reduction in such income taxes resulting from tax benefits realized by the recipient as a result of the payment or the event giving rise to the payment), be equal to the amount required to be received. Such calculations will be made on the basis of the highest generally applicable federal, state, and local income tax rates applicable to the Person for whom the calculation is being made for all relevant periods and will take into account the deductibility of state and local income taxes for federal income tax purposes.

**AGC** or **Automatic Generation Control**: 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**: A value (MW) that will range from 0 to the Operating High Limit.

**AGC Setpoint Response Performance Requirement**: As defined in Section 1.B of Exhibit J (*Performance Metrics and Performance Requirements*).

**AGC Status**: As defined in Section 1.A of Exhibit J (*Performance Metrics and Performance Requirements*).

**AGC Status Performance Metric**: As defined in Section 1.A of Exhibit J (*Performance Metrics and Performance Requirements*).

**AGC Status Performance Requirement**: As defined in Section 1.A of Exhibit J (*Performance Metrics and Performance Requirements*).

**AIER**: Associated Interchange Energy Rate, which, as determined for each Hour, is based on the variable dispatch

cost of the incremental resources that serve the collective obligations of the Southern Company Intercompany Interchange Contract participants.

**Amended Certification Order**: An amendment to the Certification Order issued by the Commission during the Term.

**Annual Energy Contract Amount**: The sum of the Seasonal Energy Contract Amounts in MWh to be delivered in each Annual Period, as set forth in Exhibit G (*Seasonal and Annual Energy Contract Amount*).

**Annual Period**: Any one of a succession of consecutive 12-Month periods during the Term of this PPA, the first of which will begin on the first Day of the Month following the COD. However, if Commercial Operation is achieved on the first Day of a Month, the first Day of the first Annual Period is the COD.

**Arbitration Panel**: The two Party-Appointed Arbitrators and the Third Arbitrator as described in Section 17.3 (*Initiation of Arbitration; Selection of Arbitrators*)

**ASC**: The FASB Accounting Standards Codification.

**Automatic Generation Control**: See *AGC*.

**Avoided Energy Rate** or **AER**: As defined in Exhibit A (*Renewable Energy Payment Calculations*).

**Bid**: The bid submitted by Seller in response to GPC's Clean and Renewable Energy Subscription program 2025 Utility Scale Request for Proposals for Renewable Generation.

**Billing Dispute**: A question or contest raised by a Party regarding: (i) the correctness of any charge or credit set forth in an invoice; (ii) the calculation and payment (or credit) of the Annual Period true-up in Exhibit A (*Renewable Energy Payment & Annual Period True-up Calculations*), including the calculation of Compensable Curtailed Energy amounts; or (iii) the interpretation and application of Exhibit J (*Performance Metrics and Performance Requirements*).

**Billing Dispute Notice**: Written notice of a dispute of the correctness of any invoiced amount claimed by the other Party to be due pursuant to this PPA delivered in accordance with Section 10.3 (*Billing Disputes and Final Accounting*).

**Business Day**: Any Day excluding Saturday and Sunday and excluding any Day on which banking institutions in Atlanta, Georgia are closed because of a federal holiday.

**Buyer's Meter**: Any meters at the Facility owned by GPC that use the output of Seller's instrument transformers to verify the Energy output measured by Seller's Meter. ***[Note: To be used only if Facility is interconnected to an Electric System outside the SBAA and corresponding Section 5.2 (Metering and Telemetry) is used in this PPA].***

**CEP**: See *Contract Energy Price*.

**Certification Order**: Certificate of Public Convenience and Necessity for this PPA issued by the Commission.

**Change of Control Transaction**: Any transaction or series of related transactions that, if consummated, would result in a Party being an Affiliate of a different Ultimate Parent Entity immediately after such transaction.

**Change of Law**: Any adoption, enactment, promulgation, or issuance of, change in, or a new or changed interpretation of an applicable law other than a Tariff Change or an IRA Change.

**Claim**: Any loss, damage, cost, expense, or liability (on an After-Tax Basis) for any damage or claim (including any demand, suit, settlement, judgment, penalty, fine, proceeding, or action of any kind) for: (i) personal or bodily injury (including death); (ii) property damage (including loss of use); (iii) defects; (iv) infringement; (v) monetary damage or expense; or (vi) equitable relief, including all Claim expenses (e.g., actual attorneys' fees reasonably incurred; investigation, defense, litigation, court, arbitration, or mediation costs; and expert, consultant, arbitrator, or mediator fees or expenses and bond expense).

**COD**: See *Commercial Operation Date*.

**Commercial Operation**: Compliance by Seller with the provisions of Section 2.3.2 (*Commercial Operation*).

**Commercial Operation Date** or **COD**: The date on which the Facility achieves Commercial Operation.

**Commission**: The Georgia Public Service Commission, or any Governmental Authority succeeding to the powers and functions of the Commission.

**Compensable Curtailed Energy**: The total amount of Energy (in MWh) that was not delivered by the Facility in a Seasonal Period as a result of Compensable Curtailments, but that otherwise would have been delivered by the Facility during a Compensable Curtailment, as determined by this PPA.

**Compensable Curtailment**: A reduction in the delivery of Energy from the Facility below the Potential High Limit (PHL): (i)(a) to balance load and generation; or (b) that is a Short-Term Network Service Curtailment; and (ii) that is implemented by: (x) AGC; or (y) a manually issued reduction. For the avoidance of doubt, a Compensable Curtailment does not include a Southern Transmission Curtailment or a Seller Curtailment.

**Confidential Information**: Business or technical information rightfully in the possession of either Party that derives actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by any Person who can obtain economic value from its disclosure or use, including information furnished or disclosed to the other Party in connection with discussions leading up to execution of this PPA, including this PPA. Seller must designate Confidential Information as confidential in writing on each page of a document contemporaneously with Seller's supply of the information to GPC. Confidential Information does not include information that: (i) is or becomes publicly available other than because of a violation of this PPA; (ii) was, at the time of the disclosure, already in receiving party's possession; (iii) is disclosed to receiving party by a third party who, to receiving party's knowledge, is not prohibited from disclosing the information under any agreement; (iv) receiving party develops or derives without the aid, application, or use of the privileged or proprietary information; or (v) receiving party is required to disclose in accordance with applicable law.

**Consent**: Any approval, consent, authorization, or other applicable requirement with respect to the Facility from any Governmental Authority, including all applicable environmental certificates, licenses, permits, and approvals and any federal or state compliance program that GPC is or becomes subject to during the Term.

**Contract Energy Price** or **CEP**: The applicable prices (in $ per MWh) to be paid by GPC to Seller as set forth in Table A of Exhibit A (*Renewable Energy Payment Calculations*).

**Creditworthy** or **Creditworthiness:** A Person: (i) with an investment grade rating from two of the three Rating Agencies such that its senior unsecured debt (or issuer rating if such Person has no senior unsecured debt rating) is rated at least: (A) BBB- by S&P, if rated by S&P; (B) Baa3 by Moody's, if rated by Moody's; and (C) BBB- by Fitch, if rated by Fitch, respectively; and (ii) that has satisfactory and verifiable creditworthiness determined in GPC's sole but reasonable discretion.

**Curtailed Energy**: The total amount of Energy (in MWh) that was not delivered by the Facility in a Seasonal Period as a result of Curtailments, but that otherwise would have been delivered by the Facility during a Curtailment, as determined by this PPA.

**Curtailment**: A reduction in the delivery of Energy from the Facility below its Potential High Limit to implement either a Compensable Curtailment or a Southern Transmission Curtailment. For the avoidance of doubt, Curtailment does not include a Seller Curtailment.

**Cyber Security Incident**: As defined in Section 4.16 (*Cybersecurity*).

**Day**: A calendar day, including Saturday, Sunday, or a holiday.

**DDE**: See *Deemed Delivered Energy*.

**Deemed Delivered Energy** or **DDE**: The sum of: (i) Curtailed Energy; and (ii) Undelivered Force Majeure Energy.

**Defaulting Party**: As defined in Section 12.3 (*Remedies for Events of Default*).

**Disputing Party**: As defined in Section 17.1 (*Notice of Dispute; Dispute Resolution Process*).

**Dispute Response**: As defined in Section 17.1 (*Notice of Dispute; Dispute Resolution Process*).

**Early Termination Date**: As defined in Section 12.3.1 (*Termination for Default)*.

**Effective Date**: The date on which the last Party signs this PPA.

**Electric System:** The network of electric generation, transmission, or distribution facilities owned or operated by GPC or other electric utilities.

**Electrical Products**: All electrical products produced by or related to the Facility, including spinning reserves, operating reserves, balancing energy, regulation service, ramping capability, reactive power and voltage control, frequency control, and other ancillary or essential reliability service products. Electrical Products also include any benefit GPC otherwise would have realized from or related to the Facility if GPC rather than Seller had constructed,

owned or operated the Facility, it being the Parties' intent that all such benefits and entitlements in addition to electrical output that flow to the owner or operator of the Facility (whether existing as of the Effective Date or during the Term), belong to GPC at no additional cost to GPC. For the avoidance of doubt, Electrical Products do not include: (i) any federal, state, or local tax attribute arising from the ownership of the Facility, including any investment tax credit (ITC), production tax credit (PTC), or depreciation deduction; (ii) any grant in lieu of investment tax credit or any similar financial payment or grant with respect to the Facility or the metered electric Energy output of the Facility; or (iii) the metered electric Energy produced by the Facility.

**Eligible Collateral**: A Letter of Credit, a Seller Guaranty, or cash deposited into a Security Account, or as otherwise deposited with GPC as the Parties may agree. However, at least 50% of any Eligible Collateral required under any provision of this PPA must be in the form of either a Letter of Credit or cash whenever a Seller Guarantor supplying a Seller Guaranty under this PPA has an investment grade rating such that its senior unsecured debt (or issuer rating if such Person has no senior unsecured debt rating) is not rated at least BBB by S&P, or at least Baa2 by Moody's, or at least BBB by Fitch. For purposes of the immediately preceding sentence, a Person is not required to have a senior unsecured debt rating (or issuer rating if such Person has no senior unsecured debt rating) from each of S&P, Moody's and Fitch, but must have the requisite senior unsecured debt rating (or issuer rating if such Person has no senior unsecured debt rating) from at least two (2) of the three (3) Rating Agencies.

**Energy**: The energy portion of the Renewable Energy delivered under this PPA to the Point of Delivery, which does not include Environmental Attributes or Electrical Products produced by the Facility.

**Environmental Attributes**: Either: (i) all fuel-related, emissions-related, air quality-related or other environmental-related aspects, claims, characteristics, benefits, credits, including RECs, reductions, offsets, savings, allowances, efficiencies, certificates, tags, attributes, demand reductions or similar products, or rights (including all of those relating to greenhouse gases and all green certificates, green tags, renewable certificates and RECs, CO2 credits and emissions reduction credits, and all those that otherwise arise or result from the generation of Energy from the Facility, and all those arising or resulting from the existence of the Facility): (a) howsoever titled and whether known or unknown; (b) whether existing as of the Effective Date or during the Term; and (c) whether the Environmental Attributes have been certified or verified under any renewable standard, including all those that could qualify or do qualify for application toward compliance with any local, state, federal or international renewable energy portfolio standard, green pricing program, renewable energy program, carbon reduction or greenhouse gas reduction initiative, electricity savings program, or other environmental program, incentive mandate, or objective, in each case whether voluntary or mandatory; or (ii) all environmental benefits GPC otherwise would have realized from or related to the Facility if GPC, rather than Seller, had constructed, owned, or operated the Facility. Environmental Attributes do not include: (i) any federal, state, or local tax attribute arising from ownership of the Facility, including any investment tax credit (ITC), production tax credit (PTC), or depreciation deduction; or (ii) any grant in lieu of investment tax credit, or any similar financial payment or grant with respect to the Facility.

**Environmental Law**: Any applicable law that relates to pollution, occupational safety, protection of occupational health, or the protection of the environment, including: (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; (b) the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; (c) the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; (d) the Clean Air Act, 42 U.S.C. § 7401 et seq.; (e) the Hazardous Materials Transportation Authorization Act of 1994, 49 U.S.C. § 5101 et seq.; (f) the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; (g) the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; (h) the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; (i) the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; (j) the Federal Insecticide, Fungicide, & Rodenticide Act, 7 U.S.C. § 136 et seq.; (k) the Endangered Species Act, 16 U.S.C. § 1531 et seq.; (l) the Clean Water Act, 33 U.S.C. § 1251 et seq.; (m) National Environmental Policy Act, 42 U.S.C. § 55 et seq.; (n) the Migratory Bird Treaty Act, 16 U.S.C. § 703 et seq.; (o) the Bald and Golden Eagle Protection Act; (p) Archeological Resources Protection Act, 16 U.S.C. § 470aa et seq.; (q) National Historic Preservation Act, 54 U.S.C. § 300101 et seq.; and (r) state equivalents to items (a) through (q). However, the term "Environmental Law" does not include any Law relating to worker health or safety matters to the extent not related to human exposure to hazardous or toxic materials, wastes, or substances.

**Event(s) of Default**: As defined in Section 12.1 (*Default by Seller*) with respect to Seller and Section 12.2 (*Default by GPC*) with respect to GPC.

**Excess Energy**: The amount of Seasonal Delivered Energy that is in excess of the Seasonal Energy Contract Amount.

**Exhibit**: Any schedule, exhibit, or attachment that is attached to or incorporated into this PPA.

**Extended FME**: An FME that is preventing the affected Party from performing its obligations under this PPA for a period of six Months or longer.

**Facility**: The renewable electric generating plant constructed on the Site, as further described in Exhibit F (*Facility Description and Additional Details*). 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 POI are considered a part of the Facility except for those that constitute Interconnection Facilities. The Facility one-line diagram is provided in Exhibit I (*Facility One-Line Diagram*).

**Facility Technical and Design Requirements**: The minimum technical requirements applicable to the design of the Facility as set forth in Exhibit M (*Requirements for PPA Facility*).

**FASB**: The Financial Accounting Standards Board.

**FERC**: The Federal Energy Regulatory Commission, or any Governmental Authority succeeding to the powers and functions of FERC.

**Finance Lease**: As defined in the ASC Topic 842, Leases, as issued and modified from time to time by FASB.

**Financing Assignment**: An assignment of this PPA or interest in the Facility for collateral security purposes in connection with any financing or refinancing relating to the Facility.

**Firm Transmission Service**: Transmission service that has: (i) been procured and is held by Seller under the applicable open access transmission tariff on each applicable Electric System for the delivery of Energy from the Facility or balancing authority area to the Point of Delivery; and (ii) a priority equal to the highest level of firm transmission service available to any Person on that Electric System from COD and through the remainder of the Term.

**Fitch**: Fitch Ratings Ltd. or its successor. If Fitch ceases to exist or publish ratings, Fitch will mean a nationally recognized rating agency agreed upon by the Parties.

**FME**: As defined in Section 16.1 (*Definition of Force Majeure*).

**FME Remedy Plan**: The plan submitted to a Party in accordance with Section 16.7.1 (*Notice and Force Majeure Remedy Plan*) in the event of an Extended FME.

**GAAP**: Generally accepted accounting principles in the United States, as modified from time to time.

**Generating Capacity**: The generating capacity of the Facility as specified in Exhibit F (*Facility Description and Additional Details*).

**Georgia DNR**: The Georgia Department of Natural Resources, or any Governmental Authority succeeding to the powers and functions of the Georgia DNR.

**Georgia Integrated Transmission System** or **Georgia ITS**: The Georgia Integrated Transmission System, which is owned individually by GPC, Georgia Transmission Corporation, Municipal Electric Authority of Georgia, or Dalton Utilities, and operated as an integrated transmission system for transmitting, receiving, or distributing electric energy or capacity.

**Governmental Authority**: As applicable to the specific Party, facility, or event, any federal, state, or local governmental or regulatory authority, administrative agency, commission, department, board, or court that has jurisdiction over that Party, the Facility, or the subject matter of this PPA.

**GPC**: Georgia Power Company, a Georgia corporation, which is a subsidiary of Southern Company and any successor or permitted assign.

**GPC Interconnection Agreement**: The Interconnection Agreement when Seller interconnects to the Southern Company Transmission System (that is between Seller and GPC or Seller and Southern Company Services, Inc. as agent for GPC, Alabama Power Company, or Mississippi Power Company).

**GPC-Related Party**: Each of GPC, Southern Company, and their Affiliates, and the officers, directors, employees, representatives, and agents of each of them.

**Hour**: One of the 24 clock-hours of a Day.

**Hourly**: Has a meaning correlative to that of Hour.

**Impasse Notice**: As defined in Section 17.1 (*Notice of Dispute; Dispute Resolution Process*).

**Indebtedness**: Of any Person is all of the following, without duplication: (i) obligations of such Person for borrowed money evidenced by bonds, debentures, notes, loan agreements or other similar instruments; (ii) purchase money indebtedness of such Person constituting an obligation to pay the deferred purchase price of property or services, other than trade payables incurred in the ordinary course of business; (iii) lease obligations of such Person that are capitalized on the balance sheet of such Person in accordance with generally accepted accounting principles; (iv) liabilities of a second Person secured by any lien on any property of such first Person, whether or not such liabilities have been assumed by such first Person; (v) liabilities of such Person with respect to letters of credit or applications or reimbursement agreements therefor; (vi) net obligations of such Person under any swap or hedging agreement; and (vii) indebtedness of such Person owing under direct or indirect guarantees of indebtedness of any other Person or constituting obligations to purchase or acquire or to otherwise protect or insure a creditor against loss in respect of indebtedness of any other Person, excluding endorsements of negotiable instruments for deposit or collection in the ordinary course of business.

**Interconnection Agreement**: The agreement between Seller and the Interconnection Provider containing terms and conditions governing the interconnection and parallel operation of the Facility with the Electric System.

**Interconnection Facilities**: The specific transmission or distribution line and substation facility additions or modifications that are or will be owned by an Interconnection Provider and that are necessary to provide the physical electrical connection at the Point of Interconnection between the Facility and the Electric System.

**Interconnection Limit**: The maximum output amount of Energy allowed by the Interconnection Agreement.

**Interconnection Provider**: The owner or operator of the Electric System responsible for providing transmission interconnection service to the Facility.

**Interconnection Study**: A study by the Facility's Interconnection Provider in which such provider studies the Facility's potential impacts on the Electric System to determine necessary Interconnection Facilities and Electric System improvements or Affected System Upgrades, the estimated related costs, and the schedule of construction, for purposes of entering into an Interconnection Agreement or amending an existing Interconnection Agreement.

**Interest Rate**: The interest per annum equal to the prime rate as published in The Wall Street Journal or comparable successor publication under "Money Rates," as applied daily and compounded quarterly.

**IRA Change**: As defined in Exhibit P (*Tariff Changes; IRA Changes*).

**JAMS**: Judicial Arbitration and Mediation Services.

**kWh**: Kilowatt-hours alternating current.

**Letter of Credit**: An irrevocable standby letter of credit that: (i) is substantially in the form set forth in Exhibit B (*Form of Standby Letter of Credit*); and (ii) is issued by a U.S. commercial bank or a U.S. branch of a foreign bank: (a) with total assets of at least $10,000,000,000 and having a general long-term senior unsecured debt rating of A minus or higher as rated by S&P, or A3 or higher as rated by Moody's, or A minus or higher as rated by Fitch; and (b) that is acceptable to GPC in GPC's sole but reasonable discretion.

**Material Adverse Change**: That Seller or Seller's Guarantor is no longer Creditworthy.

**MDE**: See *Monthly Delivered Energy*.

**Metering System**: All meters, metering devices, and related instruments and related facilities, equipment and devices 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.

**Milestone Schedule**: A schedule containing, at a minimum, all significant milestones related to Facility design, engineering, procurement, construction, notice to proceed, initial synchronization, testing, startup, anticipated COD, and any interconnection or transmission service studies that GPC may reasonably request.

**Minimum Energy Contract Amount**: 75% of the Annual Energy Contract Amount.

**Month**: A calendar month, commencing at the beginning of the first Day of such calendar month.

**Monthly**: Has a meaning correlative to that of Month.

**Monthly Delivered Energy** or **MDE**: As defined in Exhibit A (*Renewable Energy Payment Calculations*).

**Monthly Renewable Energy Payment** or **MREP**: The Monthly amount to be paid by GPC to Seller for GPC's

purchase of Renewable Energy from the Facility as calculated in accordance with Exhibit A (*Renewable Energy Payment Calculations*).

**Moody's**: Moody's Investors Service, Inc. or its successor. If Moody's ceases to exist or publish ratings, Moody's will mean a nationally recognized rating agency agreed upon by the Parties.

**MREP**: See *Monthly Renewable Energy Payment*.

**MW**: Megawatt alternating current (AC), unless otherwise specified as megawatt direct current (DC).

**MWh**: Megawatt-hour alternating current.

**NERC**: The North American Electric Reliability Corporation, including any successor and subdivisions.

**Network Resource**: As defined in the Southern OATT, including any successor term.

**Non-Defaulting Party**: As defined in Section 12.3.1 (*Termination for Default*).

**NOAA**: The National Oceanic and Atmospheric Administration, or any successor.

**Notice of Dispute**: As defined in Section 17.1 (*Notice of Dispute*).

**OASIS**: The Open Access Same-Time Information System.

**Off-Peak Season**: The Months of March, April, May, October, and November.

~~**On-Demand Bond**: a bond that: (i) is substantially in the form set forth in Exhibit Q (*Form of On-Demand Bond*); (ii) is issued by an agent licensed in the state where the Facility is located; and (iii) is issued by a Person: (a) with total assets of at least $10,000,000,000 and having a general long-term senior unsecured debt rating of A minus or higher as rated by S&P, or A3 or higher as rated by Moody's, or A minus or higher as rated by Fitch; (b) that is acceptable to GPC in GPC's sole but reasonable discretion; (c) that is listed on the List of Certified Companies of the Bureau of the Fiscal Service of the U.S. Department of the Treasury (https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html); and (d) that is licensed to operate in the state where the Facility is located.~~

**On-Peak Season**: The Months of December, January, February, June, July, August, and September.

**Operating High Limit**: The current maximum Generating Capacity of the Facility adjusted for any equipment limitations or outages that could limit the maximum output.

**Order**: Any award, decision, injunction, judgment, order, writ, decree, ruling, subpoena, or verdict entered, issued, made, or rendered by any Governmental Authority that possesses competent jurisdiction (in each case, whether preliminary or final).

**Party** or **Parties**: Either GPC or Seller, or both.

**Party-Appointed Arbitrator**: As defined in Section 17.3.1 (*Initiation of Arbitration*).

**Performance Security**: Eligible Collateral delivered to GPC by Seller to secure Seller's due performance of its obligations under this PPA.

**Permit**: Any permit, certificate, license, franchise, consent, approval, registration, franchise, tariff, rate, waiver, exemption, condition, Order or authorization issued, made or rendered by, or any registration, notice, declaration or filing with, any Governmental Authority that possesses competent jurisdiction.

**Person**: Any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association, or Governmental Authority.

**PHL**: See *Potential High Limit*.

**Point of Delivery** or **POD**: The Point of Interconnection. [***Note: Use this definition if Facility is interconnecting to the Southern Company Transmission System or to the Georgia ITS***]

**Point of Delivery** or **POD**: The selected Southern Transmission Interface identified in Section 8.5.2 (*Southern Transmission Interface*). ***[Note: Us this definition if Facility is interconnecting to an Electric System outside the SBAA.]***

**Point of Interconnection** or **POI**: The point at which the Facility is interconnected to the Electric System, as defined in the Interconnection Agreement with the Interconnection Provider and as illustrated in Exhibit I (*Facility One-Line Diagram*).

**Potential High Limit** or **PHL**: The estimated value of the potential instantaneous power output (MW) of the Facility as if the Facility is not in a period of Curtailment.

**PPA:** This Energy Only Power Purchase Agreement for CARES 2025 Utility Scale RFP at #FacilityName# between GPC and Seller.

**PPA Operating Committee**: The committee established in accordance with Section 4.9.1 (*Establishment*), that has the purpose of implementing the provisions of this PPA.

**PPA Operating Procedures**: Those procedures developed by the Parties in accordance with Section 4.1 (*General Standards*).

**PPA Operating Representative**: Those individuals appointed by each of the Parties to develop and maintain the PPA Operating Procedures.

**Prevailing Rate**: As defined in Exhibit A (*Renewable Energy Payment Calculations*).

**Primary Beneficiary**: As defined in ASC Topic 810, Consolidation, as issued and modified from time to time by FASB.

**Proposed Resolution**: As defined in Section 17.4 (*Discovery; Hearings*).

**Prudent Industry Practices**: Any of the practices, methods, standards, or acts engaged in or approved by a significant portion of the electric power industry in the United States that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known when a decision was made, could have been expected to accomplish the desired result, consistent with good business practices, reliability, economy, safety, and expedition. Prudent Industry Practices are not intended to be limited to the optimum practices, methods, or acts to the exclusion of all others, but rather to be acceptable practices, methods, and acts generally accepted in the United States having due regard for, among other things, manufacturers' warranties, applicable law, and, as applicable, requirements of this PPA.

**PURPA**: The Public Utility Regulatory Policies Act of 1978, as amended from time to time.

**Rate of Change** or **ROC**: The Facility's Rate of Change Increase and Rate of Change Decrease, as applicable.

**Rate of Change Decrease**: The Facility's real-time maximum ramp rate (-MW/min) when decreasing the generating output, accounting for any equipment or operational issues which may affect such ramp rate.

**Rate of Change Increase**: The Facility's real-time maximum ramp rate (+MW/min) when increasing generating output, accounting for any equipment or operational issues which may affect such ramp rate.

**Rating Agency**: The rating entities of S&P, Moody's, or Fitch. If any Rating Agency ceases to exist or publish ratings, the Rating Agency will be replaced with a nationally recognized rating agency agreed upon by the Parties.

**RCOD**: See *Required Commercial Operation Date*.

**Recommended Best Practices**: Those "Recommended Practices" recommended by the Georgia DNR, as made available at https://gadnr.org.

**RECs**: See *Renewable Energy Credits*.

**Renewable Energy**: The Energy and all the associated Environmental Attributes and Electrical Products produced by the Facility and sold to and purchased by GPC under this PPA.

**Renewable Energy Credits** or **RECs**: All credits, including any emissions reduction credits, such as CO2 emission reduction credits, for renewable energy that could qualify or do qualify for application toward compliance with any local, state, federal, or international renewable energy portfolio standard, green pricing program, or other renewable energy or environmental mandate or objective, whether in effect on the Effective Date or during the Term.

**Reorganization Transaction**: A transaction or series of transactions that, if consummated, would result in a change to the interest, or the addition, of a parent of Seller, but that does not change Seller nor its Ultimate Parent Entity.

**Representative**: When used regarding a Person, collectively or individually (as the context indicates), the Person, its Affiliates and any permitted successor or assign, and the directors, officers, representatives, consultants, attorneys, agents, bankers, insurers, financiers, accountants, contractors, or subcontractors, of each of them.

**Required BMPs**: Those "Best Management Practices" required by a Governmental Authority.

**Required Commercial Operation Date** or **RCOD**: #insert date#, or such later date if extended in accordance with Section 2.5.2 (*RCOD Exceptions*).

**Responding Party**: As defined in Section 17.1 (*Notice of Dispute; Dispute Resolution Process*).

**ROC**: See *Rate of Change*.

**Root Mean Squared Error:** As defined in Section 1.B of Exhibit J (*Performance Metrics and Performance Requirements*).

**RTU**: Remote terminal unit.

**Rules**: JAMS Comprehensive Arbitration Rules and Procedures.

**S&P**: Standard & Poor's Financial Services LLC, or its successor. If S&P ceases to exist or publish ratings, S&P will mean a nationally recognized rating agency agreed upon by the Parties.

**SBAA**: See *Southern Balancing Authority Area*.

**Scheduled Outage**: A planned Facility outage during which maintenance will be performed during a calendar year.

**SDE**: See *Seasonal Delivered Energy*.

**Seasonal Delivered Energy** or **SDE**: As defined in Exhibit A (*Renewable Energy Payment Calculations*).

**Seasonal Energy Contract Amount** or **SECA**: As defined in Section 7.1 (*Delivery, Purchase, and Sale of Renewable Energy*) and Exhibit A (*Renewable Energy Payment Calculations*).

**Seasonal Energy True-up Limit**: 110% of the Seasonal Energy Contract Amount for the applicable Seasonal Period.

**Seasonal Energy True-up Quantity** or **SETQ**: As defined in Exhibit A (*Renewable Energy Payment Calculations*).

**Seasonal Period**: Either the On-Peak Season or the Off-Peak Season, as applicable.

**SECA**: See *Seasonal Energy Contract Amount*.

**Security Account**: An account designated by GPC for the benefit of GPC, under the exclusive control of GPC, and free of any lien (including the lien of any lender) of any Person or entity other than GPC. Any GPC Security Account will be established and maintained at the expense of Seller and held by a depositary bank acceptable to GPC under a control agreement in form and substance acceptable to GPC.

**Seller**: The counterparty to GPC in this PPA.

**Seller Curtailed Energy**: The total amount of Energy (in MWh) that was not delivered by the Facility in a Seasonal Period as a result of a Seller Curtailment.

**Seller Curtailment**: A reduction in the delivery of Energy from the Facility in a Seasonal Period as a result of either: (i) a Seller Firm Transmission Curtailment; (ii) a Seller Interconnection Curtailment; or (iii) a Third-Party Caused Transmission Curtailment.

**Seller Entity**: Each of Seller or any Affiliate, contractor, supplier, contractual party, or customer, or an officer, director, employee, representative, or agent of one of them.

**Seller Firm Transmission Curtailment**: The unavailability of transmission service before or at the Southern Transmission Interface as a result of the failure of Seller to obtain, procure, maintain and utilize Firm Transmission Service. ***[Note: Definition will be deleted if the Facility is interconnecting to the Southern Transmission Territory.]***

**Seller Guarantor**: A Person that: (i) is either: (a) an Affiliate of Seller; or (b) otherwise an entity acceptable to GPC; and (ii) is Creditworthy.

**Seller Guaranty**: A guaranty provided by Seller Guarantor that is substantially in the form of the Form of Guaranty in Exhibit C (*Form of Guaranty*).

**Seller Interconnection Curtailment**: The curtailment, interruption, or disconnection of the Facility under the Interconnection Agreement for reasons attributable to the Facility or otherwise caused by Seller under the Interconnection Agreement.

**Seller's Meter**: A meter installed by Seller in accordance Section 6.2.1 (*Metering System*) at the place and otherwise as provided in the Interconnection Agreement to measure the Energy output of the Facility. ***[Note: To be used only if Facility is interconnected outside of the Southern Transmission Territory and corresponding Section 6.2 (Metering and Telemetry) is used in this PPA].***

**SERC**: The SERC Reliability Corporation, including any successor or subdivisions.

**SETQ**: See *Seasonal Energy True-up Quantity*.

**Short-Term Network Service Curtailed Energy**: The total amount of Energy (in MWh) that was not delivered by the Facility in a Seasonal Period as a result of Short-Term Network Service Curtailments, but that otherwise would have been delivered by the Facility during a Short-Term Network Service Curtailment, as determined pursuant to this PPA.

**Short-Term Network Service Curtailment**: A reduction in the delivery of Energy from the Facility below the Potential High Limit (PHL) issued by SCS or GPC to manage transmission delivery service constraints that are not Southern Transmission Curtailments and that occur prior to permanent firm designation as a Network Resource. Short-Term Network Service Curtailments may be communicated and executed manually through operating instructions or through tools such as AGC.

**Site**: The physical location (i.e., real property) where the Facility is or will be located, as described in Exhibit F (*Facility Description and Additional Details*).

**Southern Balancing Authority Area** or **SBAA:** The NERC- and SERC-recognized balancing authority area that includes the Southern Company Transmission System.

**Southern Companies**: Collectively, the regulated electric operating companies of Southern Company (i.e., Alabama Power Company, GPC, and Mississippi Power Company).

**Southern Company**: The Southern Company, a Delaware corporation, the parent of GPC.

**Southern Company Transmission System**: The transmission system consisting of transmission facilities (>40 kV) owned by the Southern Companies, as the system may be modified or expanded from time to time, as well as any successor transmission system. For the avoidance of doubt, the Southern Company Transmission System does not include the Georgia ITS facilities owned by the ITS Participants.

**Southern OATT**: Southern Company's Open Access Transmission Tariff.

**Southern Transmission Curtailed Energy**: The total amount of Energy (in MWh) that was not delivered by the Facility in a Seasonal Period as a result of a Southern Transmission Curtailment, but that otherwise would have been delivered by the Facility during a Southern Transmission Curtailment, as determined by this PPA.

**Southern Transmission Curtailment**: A reduction in the delivery of Energy from the Facility issued by SCS or GPC that is not a Short-Term Network Service Curtailment and that occurs as a result of: (i) an emergency condition or FME; (ii) the interruption, curtailment or unavailability of transmission or distribution capability; (iii) scheduled or unscheduled construction, upgrades, or maintenance of transmission or distribution facilities; or (iv) the need to meet applicable operating requirements, such as included in the Interconnection Agreement, Southern OATT, operating requirements in the SBAA or Georgia ITS, or prevailing NERC or FERC requirements. Southern Transmission Curtailments may be communicated and executed manually through operating instructions or through tools such as AGC.

**Southern Transmission Interface**: A transmission interface between the Southern Company Transmission System and another Electric System outside the SBAA.

**Southern Transmission Territory** or **STT**: Depending on usage, either: (i) the Southern Company Transmission System and the Georgia ITS; or (ii) the geographic area that would allow interconnection to either the Southern Company Transmission System or the Georgia ITS.

**Station Service**: Energy that is used to serve the electrical requirements of the Facility and includes transformer losses and line losses between the Facility and the Electric System.

**STT**: See *Southern Transmission Territory*.

**Target Seasonal Payment**: As defined in Exhibit A (*Renewable Energy Payment Calculations*).

**Tariff Change**: As defined in Exhibit P (*Tariff Changes; IRA Changes*).

**Taxes**: Any or all ad valorem, property, occupational, severance, emissions, generation, first use, conservation,

energy, transmission, utility, gross receipts, privilege, sales, use, excise or other tax, fee, assessment, license, tax based on net income or net worth, and any other charge imposed by a Governmental Authority, together with any interest and penalty.

**Term:** The duration of this PPA, which becomes effective on the Effective Date and continues for #15/20/25/30# Annual Periods.

**Termination Payment**: As defined in Section 12.3.1 (*Termination for Default*).

**Test Energy Price**: The product of AIER multiplied by 90% (Test Energy Price = AIER x 0.90).

**Third Arbitrator**: As defined in Section 17.3.1 (*Initiation of Arbitration*).

**Third-Party Caused Transmission Curtailment**: A reduction in the delivery of Energy from the Facility as a result of a condition or situation originating on an Electric System other than the Southern Company Transmission System. For the avoidance of doubt, a Third-Party Caused Transmission Curtailment includes any curtailment, interruption, or unavailability on the Southern Company Transmission System that is caused or directed by a Transmission Service Provider or transmission operator of an Electric System outside the SBAA, or otherwise results from conditions or circumstances on an Electric System other than the Southern Company Transmission System.

**Total Projected Revenue**: An amount, in dollars, equal to the sum of (i) the Contract Energy Price in Table A of Exhibit A (*Renewable Energy Payment & Annual Period True-up Calculations*) for each Annual Period of the Term, multiplied by (ii) the Annual Energy Contract Amount in Exhibit G (*Annual Energy Contract Amount*) for each such Annual Period.

**Transmission Service Provider**: Any electric utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of energy in interstate commerce and that provides transmission service under a tariff.

**Transmission Service Provider Transmission System**: The Electric System of the Interconnection Provider or Transmission Service Provider, as applicable, as such system may be modified or expanded from time to time, as well as any successor system.

**Ukraine Crisis**: The outbreak of international hostilities and armed conflict between Ukraine and Russia that began on February 24, 2022.

**Ultimate Parent Entity**: With respect to a Party, the Person who (i) directly or indirectly controls 50% or more of the outstanding capital stock or other equity interests in such Party; (ii) has ordinary voting power; and (iii) does not itself have an Ultimate Parent Entity.

**Undelivered Force Majeure Energy**: Energy that Seller is excused from delivering and selling to GPC at the Point of Interconnection, or that GPC is excused from receiving and purchasing at the Point of Interconnection, in each case due to an FME affecting the relevant Party. Undelivered Force Majeure Energy will be calculated in accordance with a methodology to be determined by the PPA Operating Committee. For the avoidance of doubt, Undelivered Force Majeure Energy does not include Curtailed Energy or Seller Curtailed Energy.

**Underlying Asset**: As defined in the ASC Topic 842, an asset that is the subject of a lease for which a right to use that asset has been conveyed to a lessee.

~~**Upgrade Security**: Either: (i) a Letter of Credit; or (ii) an On-Demand Bond, provided by Seller if GPC determined that Electric System improvement costs beyond the POI are necessary to deliver the full output of the Facility to GPC's customers, upon which security GPC may draw in accordance with Section 2.4 (*Grid Cost Improvements*).~~

**Variable Interest** or **VI**: As defined in ASC Topic 810, Consolidation, as issued and modified from time to time by FASB.

**Variable Interest Entity** or **VIE**: As defined in ASC Topic 810, Consolidation, as issued and modified from time to time by FASB.

# Energy Only Power Purchase Agreement for CARES 2025 Utility Scale RFP at #FacilityName# between Georgia Power Company and #SellerLegalName#

**Georgia Power Company**, a Georgia corporation ("**GPC**") and **#SellerLegalName#**, #a/an# #OrgState# #limited liability company# ***OR*** #OtherOrgStructure# ("**Seller**") enter into this **Energy Only Power Purchase Agreement for CARES 2025 Utility Scale RFP at #FacilityName#** on the Effective Date.

GPC and Seller acknowledge:

- Seller desires to sell, and GPC desires to purchase Renewable Energy consistent with the Commission's Order in Docket No. 45084; and
- The Parties desire to set forth the terms and conditions upon which the sale and purchase of Renewable Energy may be conducted between the Parties.

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

## PART 1. CONDITIONS TO EFFECTIVENESS OF PPA

**1.1 Mutual Conditions.** The obligations of the Parties under this PPA are subject to the satisfaction of each of the following conditions:

**1.1.1. Filing Application with Commission**. GPC will file the application for the Certification Order as soon as reasonably practicable, but in no event more than 90 Days after execution of this PPA, and will use reasonable efforts to pursue the issuance of and obtain the Certification Order. Seller agrees to assist and support GPC, in a timely manner and to the extent reasonably requested by GPC, in obtaining the Certification Order;

**1.1.2. Certificate Conditions**. If: (i) the Commission issues a Certification Order that is subject to material qualifications or conditions that adversely affect GPC; (ii) the Commission has not approved this PPA through the granting of a Certification Order for the recovery in rates for the purchase of Renewable Energy; or (iii) the Commission fails to issue a Certification Order by the date required in Commission Rule 515-3-4-.07(1)(e)(5), then GPC may terminate this PPA upon written notice to Seller. If GPC terminates this PPA under subpart (i) or (ii), then GPC must give Seller notice of termination no later than 30 Days after the issuance of the Order either approving the Certification Order with material qualifications or conditions, or denying the Certification Order, or in the case of a termination under subpart (iii), within 30 Days after the date required in Commission Rule 515-3-4-.07(1)(e)(5). If, within 30 Days after the Order approving or denying the Certification Order, GPC appeals the issuance or denial of the Certification Order to the Commission or Fulton County Superior Court, then GPC's right to terminate this PPA will be extended until the date that is 80 Days after the Order approving or denying the Certification Order. Upon a termination in accordance with this Section 1.1.2 (*Certificate Conditions*): (a) neither Party has any further liability to the other Party under this PPA; and (b) GPC will promptly return to Seller any unused portion of the Performance Security ~~and Upgrade Security~~, if applicable;

**1.1.3. Revocation, Qualifications, or Conditions**. Notwithstanding the provisions of Section 1.1.2 (*Certificate Conditions*), if during the Term the Commission revokes or issues an Amended Certification Order that imposes material qualifications or conditions that adversely affect GPC, unless GPC and Seller agree to an amendment in accordance with Section 1.1.5 (*PPA Amendment*), GPC has the right to terminate this PPA if such material qualifications or conditions are not acceptable to GPC. Within 15 Days after GPC's receipt of the Amended Certification Order, GPC will provide Seller with written notice of whether the Amended Certification Order is subject to material qualifications or conditions and, if so, whether GPC elects to terminate this PPA. If GPC fails to provide such notice within such 15 Day period, the Amended Certification Order will be deemed to be acceptable to GPC. Upon a termination in accordance with this Section 1.1.3 (*Revocation, Qualifications or Conditions*): (i) neither Party has any

further liability to the other Party under this PPA; and (ii) GPC will promptly return to Seller any unused portion of the Performance Security ~~and Upgrade Security~~, if applicable;

**1.1.4. Change in Economic Circumstances or Market Conditions**. Despite any other provision in this PPA, and so long as it is not otherwise required by Commission Rule 515-3-4.08, neither Party will seek to have the Commission revoke or amend the Certification Order on the Party's own initiative for reasons solely related to changed economic circumstances or market conditions affecting this PPA;

**1.1.5. PPA Amendment**. If the Commission issues an Order approving this PPA with any modification or condition, or issues an Amended Certification Order, as applicable, this PPA will not be amended to include the modification or condition unless the Parties execute a written amendment agreeing to any such modification or condition. If GPC requests, within 30 Days after the date of the Order approving this PPA with a modification or condition or issuance of an Amended Certification Order, that Seller execute a written amendment agreeing to such modifications or conditions, and Seller does not execute such written amendment within 30 Days after such request, GPC may terminate this PPA. Upon termination of this PPA in accordance with this Section 1.1.5 (*PPA Amendment*), GPC will promptly return to Seller any unused portion of the Performance Security ~~and Upgrade Security~~, if applicable, and, afterwards, neither Party has any further obligation to the other Party hereunder;

**1.1.6. Affiliate FERC Approval**. If Seller is an Affiliate of GPC and if required by applicable law, FERC has approved this PPA without modification or conditions, or if approved subject to modification or conditions, only such modification or conditions that are acceptable to both Parties; and

**1.1.7. FERC Filings Waiver**. The Parties waive all rights to submit filings to FERC seeking modification or rescission of this PPA under Section 205 or 206 of the Federal Power Act. In any proceeding before FERC involving this PPA, the Parties will request the "public interest" application of the "just and reasonable" standard of review in United Gas Pipe Line Co., v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956), and clarified by NRG Power Marketing LLC v. Maine Public Utility Commission, 130 S. Ct. 693 (2010).

## PART 2. FACILITY DESIGN AND CONSTRUCTION

**2.1 Facility.** The Facility consists of a Renewable Resource with a Generating Capacity, and a total capability of the Renewable Resource at the Point of Delivery, as described in Exhibit F (*Facility Description and Additional Details*).

**2.2 Consents, Verifications, Compliance.**

**2.2.1. Consents**. Seller will seek, obtain, maintain, and comply with, renew, and modify, as necessary, from time to time, at its sole expense, all Consents that Seller is required to obtain for the development, permitting, construction, operation, maintenance, testing, modification, and decommissioning of the Facility. GPC will obtain, at its sole expense, all Consents that GPC is required to obtain for the purchase of Renewable Energy from Seller pursuant to this PPA. Each Party will support and cooperate with, and not oppose, obstruct, or otherwise interfere by any means with, the efforts of the other Party or its Affiliates to obtain all Consents that are the responsibility of that other Party.

**2.2.2. Verifications**. At the written request of GPC, Seller will use reasonable efforts to obtain verification, from a certification authority that is agreed upon by the Parties, that the Environmental Attributes sold to GPC in accordance with this PPA are in compliance with the standards set by such certification authority. Seller will not be obligated to incur material, third-party costs in order to assist GPC in connection with any such request without GPC's agreeing to reimburse Seller for such costs.

**2.2.3. Compliance**. Upon GPC's request, Seller will cooperate with GPC to obtain compliance with any required documentation or reporting obligation under any federal or state renewable energy plan to certify the Facility or the Environmental Attributes. Seller will not be obligated to incur material, third-party costs in order to assist GPC in connection with any such request without GPC's agreeing to reimburse Seller for such costs.

**2.3 Design, Construction, and Achieving Commercial Operation.**

**2.3.1. Design and Construction**. The Facility must be designed, constructed, and completed in accordance with: (i) the Facility Technical and Design Requirements; (ii) Prudent Industry Practices; and (iii) all applicable law. Seller will use diligent efforts to achieve Commercial Operation of the Facility by the

Required Commercial Operation Date and to otherwise carry out its obligations under this PPA. Seller must pursue timely completion and timely interconnection of the Facility.

**2.3.2. Commercial Operation**. The Facility will be deemed to have achieved Commercial Operation under this PPA upon fulfillment of all of the following criteria:

**(i)** Seller demonstrates that the Facility is capable of producing and delivering all of the Energy obligated to be delivered under this PPA to the Point of Delivery on a reliable basis in accordance with the Interconnection Agreement and Prudent Industry Practices;

**(ii)** the Facility's AGC system, as approved by GPC under Section 4.12 (*AGC*): (a) is completely installed and fully operational and is connected to GPC's AGC RTU, and Seller demonstrates to GPC that the Facility is capable of responding to and following GPC's AGC Setpoint signals; and (b) otherwise satisfies Section 4.12 (*AGC*) and Exhibit K (*AGC Minimum Data Requirements*);

**(iii)** the Facility's PHL estimation system, as approved by GPC under Section 4.14 (*Potential High Limit; Curtailed Energy*), is completely installed and fully operational and Seller has provided to GPC a detailed analysis and verification in accordance with Section 4.14 that demonstrates that the PHL estimation system is capable of satisfying the performance and accuracy requirements of Section 4.14;

**(iv)** GPC is able to receive Energy from the Facility at the Point of Delivery on a reliable basis in accordance with Prudent Industry Practices;

**(v)** Seller has delivered to GPC a certificate from a responsible officer of Seller that is reasonably acceptable to GPC, stating that the Facility has been designed, engineered, constructed and tested in accordance with Prudent Industry Practices and the terms of this PPA, including the Facility Technical and Design Requirements;

**(vi)** Seller has delivered to GPC all as-built drawings with respect to the Facility that are complete as of such date, as may be requested by GPC, and will deliver all remaining as-built drawings within 60 Days after COD; [and]

**(vii)** Seller has delivered to GPC a certificate from a responsible officer of Seller that is reasonably acceptable to GPC certifying that Seller is in compliance with the Interconnection Agreement and Seller has obtained all applicable Consents required under applicable law to be obtained by Seller at the time of Commercial Operation of the Facility for the construction, ownership, operation and maintenance of the Facility in accordance with this PPA; [and]

**(viii)** [Seller has delivered to GPC a certificate from a responsible officer of Seller that is reasonably acceptable to GPC confirming that Firm Transmission Service has been procured from the COD throughout the Term.] ***[NOTE: Delete if Facility is interconnecting to the Southern Transmission Territory.]***

For the avoidance of doubt, the Facility may achieve commercial operation in accordance with the Interconnection Agreement, and may be considered operational for all other purposes, including tax purposes, but the Facility will not be deemed to have achieved Commercial Operation for purposes of this PPA until subsections (i) through [(vii) or (viii)] are satisfied.

**2.3.3. COD**. When Seller believes the Facility has achieved the requirements for Commercial Operation as set forth in Section 2.3.2 (*Commercial Operation*), Seller must complete and submit to GPC the Commercial Operation Completion Certificate as provided in Exhibit N (*Commercial Operation Completion Certificate*). Upon receipt of the Commercial Operation Completion Certificate, GPC has the right, but not the obligation, to inspect the Facility or review inspection-related information before acceptance. GPC will review the Commercial Operation Completion Certificate and notify Seller within 30 Days after its receipt whether or not GPC agrees that Commercial Operation has been achieved. If GPC agrees that Commercial Operation has been achieved, the date that Seller submitted the Commercial Operation Completion Certificate will be the Commercial Operation Date. However, if GPC determines that the Facility has not actually achieved Commercial Operation, Seller must promptly resolve any issues or deficiencies and then resubmit the Commercial Operation Completion Certificate. This process will be repeated until Commercial Operation (as determined by GPC) has been achieved. For the avoidance of doubt, Seller will be liable for Delay Damages under Section 2.5 (*Failure to Achieve Required Commercial Operation Date*) if GPC determines that Seller did not timely achieve Commercial Operation of the Facility. Subject to Section 2.5.2 (*RCOD Exceptions*), if applicable, Seller may be entitled to an extension of the RCOD as a

result of a delay in the construction by GPC of the Georgia Power-owned Interconnection Facilities.

**2.3.4. Milestone Schedule**. On or before the Effective Date, Seller has provided GPC with a Milestone Schedule. If the Facility is interconnecting with an Interconnection Provider for an Electric System outside the SBAA, the Milestone Schedule will include the procurement of Firm Transmission Service to the selected Southern Transmission Interface. Seller will notify GPC of any significant change in the Milestone Schedule and the status of construction as the change occurs, and, in any event, no less frequently than every three Months (including the reasons for the change). At GPC's request, Seller will provide to GPC more frequent progress reports in a form reasonably satisfactory to GPC, indicating percentage completion of each major milestone and reporting on significant developments that may delay the schedule. Promptly after becoming aware of an event or circumstance that could reasonably be expected to cause a delay in Seller's achieving Commercial Operation by the RCOD, Seller will provide to GPC a recovery plan setting forth in reasonable detail and with supporting documentation: (i) the causes of the event or circumstance and the length of the expected delay; and (ii) Seller's plan to recover the lost time and achieve Commercial Operation. Afterward**s**, Seller will diligently implement such recovery plan. For the avoidance of doubt, without prejudice to GPC's rights and Seller's obligations as otherwise set forth in this Section or elsewhere in this PPA, Seller's failure to comply with the Milestone Schedule, other than its obligation to achieve Commercial Operation by the RCOD, will not be considered an Event of Default by Seller for purposes of Section 12.1 (*Default by Seller*) or subject Seller to delay liquidated damages.

**2.3.5. Modifications**. If Seller, during the Term of this PPA, intends to modify the Facility design or to install Facility equipment different from or in addition to the design or equipment proposed by Seller in its Bid, and such modification could materially alter the Generating Capacity, the Annual Energy Contract Amount, Interconnection Facilities, or the performance or reliability of the Facility, Seller must notify GPC and provide information about the proposed change. Seller must obtain GPC's written consent before making any material change to the Facility design (as such design was specified in the Bid) or Generating Capacity.

**2.4 ~~Grid Cost Improvements.~~** ~~If GPC determined that costs will be incurred to improve the Electric System beyond the Point of Interconnection in order to deliver the Energy from the Facility to GPC's customers, GPC may request Seller to deliver Upgrade Security to GPC in the amount of the costs to make the necessary improvements as determined by GPC as of the Effective Date. If requested, Upgrade Security equal to 25% of the total Upgrade Security amount must be delivered within 30 Days after the Commission issues the Certification Order. Upgrade Security equal to an additional 25% of the total Upgrade Security amount must be delivered within 1 year after the Commission issues the Certification Order. Upgrade Security equal to the remaining 50% of the total Upgrade Security amount must be delivered within 2 years after the Commission issues the Certification Order. The Upgrade Security will be delivered to the address indicated for such delivery in Exhibit L (Notices). No later than six months after the Effective Date, GPC will complete a more detailed analysis of its cost determination and will notify Seller of any change required to the amount of the Upgrade Security. Seller will update the amount of the Upgrade Security (either by amending the Upgrade Security or by providing a replacement Upgrade Security) within 20 Business Days after receiving the updated cost information from GPC. GPC may draw upon the Upgrade Security to recover such costs in the event of early termination of this PPA before Commercial Operation that arises from a Seller Event of Default or an Extended FME. In that instance, within eight Months after the effective date of the termination, GPC will perform a final reconciliation that will calculate (i) all costs to improve the Electric System as described in this Section 2.4 (Grid Cost Improvements) as of the effective date of the early termination, minus (ii) cost of equipment that GPC, using commercially reasonable efforts, is able to repurpose. Within 10 Business Days after GPC completes the final reconciliation, GPC will return the balance of Upgrade Security (i.e., after having been drawn down to pay GPC for the finally reconciled amount) to Seller. If the Facility obtains Commercial Operation under this PPA, then GPC will return the Upgrade Security to Seller within 10 Business Days after the Commercial Operation Date.~~ **Reserved.**

**2.5 Failure to Achieve Required Commercial Operation Date.**

**2.5.1. Liquidated Delay Damages**. If Seller fails to achieve Commercial Operation by the RCOD, Seller will not have the right to receive any Monthly Renewable Energy Payment until Commercial Operation is achieved, and subject to the provisions of Section 2.5.2 (*RCOD Exceptions*), will pay to GPC liquidated damages for each Day of delay in an amount equal to [***Note: If the PPA pricing is a Levelized Price, insert $21/MWh OR If the PPA pricing is an Escalating Price, insert $35/MWh***] multiplied by the Annual Energy Contract Amount divided by 365/366, as applicable, until the earlier of the COD or the termination date of this PPA.

For example, if the Annual Energy Contract Amount in Exhibit G (*Seasonal and Annual Energy Contract Amount*) is 250,000 MWh for the first Annual Period and Seller fails to achieve Commercial Operation until 100 Days after the RCOD, the liquidated damages would be:

[***Note: If PPA pricing is Levelized Pricing, insert:*** $21/MWh * 250,000 MWh/year * 100/365 = $1,438,356.16**.**]

***OR***

[***Note: If PPA pricing is Escalating Pricing, insert:*** $35/MWh * 250,000 MWh/year * 100/365 = $2,397,260.27.]

**2.5.2. RCOD Exceptions**. If Seller's failure to achieve Commercial Operation by the RCOD is solely caused by: (i) an FME pursuant to the provisions of Section 16.3 (*No Breach or Liability*); or (ii) a delay in the construction by GPC of Georgia Power-owned Interconnection Facilities, and, provided Seller has complied with the provisions of Section 6.1.4 (*Interconnection Projected Completion Date*), and such delay is not caused by any action or inaction on the part of Seller, the RCOD will be extended on a Day-for-Day basis. For the avoidance of doubt, in the case of (ii), if Seller has not complied with the provisions of the GPC Interconnection Agreement with respect to meeting all obligations in a timely manner, Seller's failure to achieve Commercial Operation by the RCOD will not be excused, the RCOD will not be extended, and, while GPC completes construction of the Interconnection Facilities, liquidated delay damages will be owed for each Day of delay after the RCOD as set forth in Section 2.5.3 (*Performance Security Draws*). In addition, if Seller's failure to achieve Commercial Operation by the RCOD is solely caused by a Tariff Change, and so long as Seller has used all commercially reasonable efforts to avoid or mitigate this delay and this delay is not caused by any action or inaction on the part of Seller, the RCOD will be extended by the number of Days that Seller demonstrates were required to overcome the delay, not to exceed 365 Days.

**2.5.3. Performance Security Draws**. If Seller fails to pay GPC any liquidated delay damages within five Days after receipt of an invoice, GPC may draw upon the Performance Security to recover liquidated delay damages owed by Seller in accordance with this Section 2.5 (*Failure to Achieve Required Commercial Operation Date*), and Seller will be required to periodically replenish such Performance Security in accordance with Section 5.3 (*Draws; Replenishment*). Seller will pay such liquidated delay damages to GPC until the earlier of: (i) the Day the Facility achieves Commercial Operation; (ii) the Day that Seller notifies GPC that the Facility will not achieve Commercial Operation; or (iii) 12 Months after the RCOD. Events (ii) and (iii) will be considered Seller Events of Default. However, if Seller is paying liquidated delay damages under this Section 2.5 (*Failure to Achieve Required Commercial Operation Date*), there will not be an Event of Default by Seller under Section 12.1.4 (*Failure to Achieve Commercial Operation by RCOD*) for failure to achieve Commercial Operation by the RCOD until the occurrence of an event described in (ii) or (iii) of this Section 2.5.3 (*Performance Security Draws*). If GPC terminates this PPA in accordance with Section 12.3 (*Remedies for Events of Default*) for an Event of Default by Seller under Section 12.1.4 (*Failure to Achieve Commercial Operation by RCOD*), Seller will owe the Termination Payment in accordance with Section 12.3 (*Remedies for Events of Default*) in addition to the liquidated delay damages that accrue before termination. Following such termination, and other than the requirement for Seller to pay the Termination Payment and the liquidated delay damages that accrue under this Section 2.5, neither Party will have any further liability to the other Party under this PPA.

## PART 3. TERM AND TERMINATION

**3.1 Term.** This PPA will become effective on the Effective Date and continue in effect for the Term, subject to the early termination provisions set forth in this PPA.

**3.2 Survival of Rights.** PPA provisions that by their nature or context should apply beyond PPA expiration, suspension, cancelation, completion, or termination, or after transfer, assignment, novation, merger, or other entity change, will survive per applicable law or PPA terms, including all provisions of this PPA that must survive in order to give effect to the rights and obligations of the Parties. Expiration or termination of this PPA will not relieve either Party of its liabilities or obligations that accrue before or at termination and such liabilities and obligations will survive expiration or termination of this PPA.

**3.3 Effect of Termination.** Subject to the exercise of a Non-Defaulting Party's rights under Section 12.3 (*Remedies for Events of Default*), if this PPA is terminated, the rights and obligations of the Parties will continue unaffected until the termination is effective in accordance with the termination terms and conditions. Any termination of this PPA will not relieve: (i) GPC of its obligation to pay any unpaid invoice for any amount owing by GPC under

this PPA before the effective date of termination; (ii) Seller of its obligation to: (a) pay any unpaid invoice for any amount owing by Seller under this PPA before the effective date of termination; or (b) provide the Renewable Energy that Seller is required to deliver under this PPA before the effective date of termination; nor (iii) the Defaulting Party from its obligation to pay the Termination Payment under Section 12.3 (*Remedies for Events of Default*).

## PART 4. OPERATION AND MAINTENANCE OF THE FACILITY

**4.1 General Standards.** Starting at COD and throughout the remaining Term, Seller has 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 law, 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 PPA. Seller will, and will cause others that manage, control, operate, or maintain the Facility to: (i) comply with all applicable laws applicable to Seller and the Facility; and (ii) diligently seek, obtain, maintain, comply with, and, as necessary, renew, or modify from time to time, all Consents.

**4.1.1. PPA Operating Procedures**. By the earlier of: (a) 120 Days before the projected COD; or (b) the first instance of parallel operation, Seller and GPC will mutually develop written PPA Operating Procedures to accommodate the specifications of the Facility as constructed by Seller, and to coordinate the respective obligations of the Parties regarding Day-to-Day operations of the Facility. Such PPA Operating Procedures may address: (i) deliveries of energy during start-up and testing of the Facility; (ii) the method of Day-to-Day communications; (iii) clearance and switching practices; (iv) Hourly Energy forecasting; (v) daily Energy reports; (vi) Facility operations log; (vii) reactive power control; (viii) technical limitations of Facility operation; (ix) coordination of maintenance scheduling; (x) designation of Confidential Information; (xi) the procedure for substantiating the transfer of Environmental Attributes under this PPA; (xii) the verification of information with respect to the production of Environmental Attributes transferred to GPC for purposes of certification; (xiii) methods for validating estimated PHL, identifying bias in PHL estimates, and adjusting the calculation of Curtailed Energy to correct for PHL estimate bias; and (xiv) such other matters as the PPA Operating Committee agrees are appropriate. The PPA Operating Representatives will be responsible for modifying the PPA Operating Procedures in writing to reflect agreed-upon changes. In the event of an inconsistency or conflict between the PPA Operating Procedures and specific terms of this PPA, the specific terms of this PPA will take precedence.

**4.1.2. Safety**. Seller will, or will cause others to, employ at the Facility all safety devices and safety practices required by applicable law and by Prudent Industry Practices. To the extent consistent with Prudent Industry Practices, Seller will keep accurate records of any accident or other occurrence at the Facility or Site that results in material injury to persons or material damage to property and will promptly notify GPC of any such occurrence. Seller will provide to GPC reasonable access to these records upon at least seven Days' notice during normal business hours but will not be required to provide access to employment or medical records regarding Facility personnel.

**4.2 Maximum Energy Delivery.** The Facility must not deliver to the Point of Delivery any output in excess of the Interconnection Limit. GPC has sole discretion on the disposition of all Energy at all times (and within technical limitations if Seller indicates that a limitation is in effect). GPC will not be obligated to accept Energy that exceeds the Interconnection Limit (i.e., "clipped energy").

**4.3 Scheduled Outages.** Seller will submit to GPC by no later than: (i) 90 Days before the commencement of the first Annual Period; and (ii) each October 1 afterwards for the remainder of the Term, a schedule of Scheduled Outages for the following calendar year. Scheduled Outages are subject to the prior approval of GPC. Seller is prohibited from conducting Scheduled Outages during the On-Peak Season without GPC's prior written consent. GPC will have 30 Days to review Seller's proposed schedule of Scheduled Outages and may approve or reject such schedule in whole or in part and may suggest alternative dates for Scheduled Outages. Seller will resubmit revised schedules for Scheduled Outages to GPC within 30 Days after GPC's disapproval of a previous schedule. GPC and Seller agree to use commercially reasonable efforts to promptly develop schedules for Scheduled Outages that are mutually acceptable to the Parties.

**4.4 Unplanned Outages.** In addition to notification regarding Scheduled Outages, Seller must use commercially reasonable efforts to promptly notify GPC of any event or condition (other than lack of or variations in wind or sunlight, as applicable) that will result in the Facility not being able to produce Energy or in a reduction of 10% or more of Generating Capacity, in either case, for more than 60 consecutive minutes, including forced outages at the Facility and FMEs affecting the Facility. Each notice must contain information describing the event

or condition, the beginning date and time, the expected end date and time, the amount of Energy that Seller expects will be provided during the event or condition, and any other information reasonably requested by GPC. With respect to any such event or condition, Seller will provide GPC with this notice by any reasonable means required by GPC, including by computer application, telephone, or email.

**4.5 Scheduling Communications.** Seller will comply with reasonable requirements of GPC regarding Day-to-Day or Hour-by-Hour communications with GPC relative to the performance of this PPA (including any issues concerning AGC operations and performance).

**4.6 Inspections and Access to the Facility.**

**4.6.1. Pre-COD Inspections**. Before Commercial Operation, upon reasonable prior advance notice and during normal working hours, Representatives of GPC may inspect the construction, startup, and testing of the Facility. Seller will cooperate in such physical inspections of the Facility as may be reasonably required by GPC, so long as: (i) such inspections will not materially interfere with the testing or operations of the Facility, and (ii) GPC complies with rules and regulations of Governmental Authorities having jurisdiction with respect to the Facility and with Seller's reasonable policies and procedures applicable to the Facility, including those with respect to safety. GPC's technical review or inspection of the Facility will not be construed as endorsing Facility design or construction or as any warranty of the safety, durability, or reliability of the Facility. Seller will cooperate and will cause its contractors to cooperate in providing the information requested by GPC and in such physical inspections of the Facility as GPC may reasonably request during and after completion of construction.

**4.6.2. Post-COD Inspections**. After Commercial Operation, upon reasonable notice and during normal working hours, Representatives of GPC will have access to the Facility and to property owned or controlled by Seller that is related to the Facility in order to: (i) inspect, maintain, or test meters or other GPC equipment, as applicable; (ii) monitor or measure Energy generated by the Facility as it deems necessary in accordance with Prudent Industry Practices; (iii) inspect the operation, maintenance, modification, and environmental compliance of the Facility; or (iv) take other action as may be reasonably necessary to exercise GPC's rights under this PPA, so long as: (a) GPC's access will not materially interfere with the testing or operations of the Facility; and (b) GPC complies with rules and regulations of Governmental Authorities having jurisdiction with respect to the Facility and with Seller's reasonable policies and procedures applicable to the Facility and previously provided to GPC in writing, including those with respect to safety. At the end of the Term, Representatives of GPC will be entitled to inspect the decommissioning of the Facility.

**4.6.3. Effect of GPC Action**. In no event will any GPC: (i) action (e.g., technical review or evaluation, Facility assessment, allowing operation, or review of records) or inaction (e.g., failure to assess any portion of the Facility or to exercise its rights under this PPA); or (ii) statement, representation, or failure to speak, express or implied, during the Term: (a) be an endorsement of Facility design, fitness, construction, operation, or maintenance; (b) be a warranty of Facility safety, durability, or reliability; (c) make GPC responsible for the Facility; (d) relieve Seller of its exclusive responsibility for operation and maintenance of the Facility; or (e) relieve Seller of exclusive liability for injury, death, or damage arising from the Facility or Seller action or inaction. Seller will in no way represent to any third party that, as a result of GPC's receipt and review of any material or information, or any inspection by GPC, GPC is in any way responsible for the engineering or construction soundness or operational practices of the Facility.

**4.7 Availability of Records.** In addition to the AGC data requirements set forth in Section 4.12 (*AGC*), Section 4.14 (*Potential High Limit; Curtailed Energy*), and Exhibit K (*AGC Minimum Data Requirements*), Seller will keep complete and accurate records and data for purposes of proper administration of this PPA in accordance with the following guidelines:

**(i)** All records related to the Facility and Seller's performance under this PPA will be maintained for a minimum of five years after the creation of such record or data and for any additional period of time required by any applicable law or Governmental Authority. Notwithstanding anything in this Section 4.7 (*Availability of Records*) to the contrary, if Seller intends to dispose of or destroy any such records after such five-year period, Seller will provide GPC with 30 Days' prior written notice;

**(ii)** Seller will also maintain an accurate and up-to-date operating log with records of: (i) real power production for each Hour; (ii) changes in operating status and scheduled maintenance; (iii) any unusual condition found during inspections; and (iv) any significant event related to the operation of the Facility;

**(iii)** Upon reasonable advance notice, GPC has the right to examine the records and data of Seller related to the Facility in order to verify compliance with or facilitate any determination required or permitted under this PPA;

**(iv)** Any information provided by either Party in accordance with this Section 4.7 (*Availability of Records*) will constitute Confidential Information subject to the provisions of Section 18.17 (*Confidentiality*) of this PPA; and

**(v)** Upon reasonable notice to Seller, GPC and GPC's independent auditor have the right to inspect, from time to time, books and records of Seller as are reasonably necessary for GPC to determine whether Seller constitutes a VIE and this PPA represents a VI, or if this PPA must be treated as a Finance Lease. To the extent the inspection requires access to confidential information of Seller, the information will constitute Confidential Information subject to the provisions of Section 18.17 (*Confidentiality*) of this PPA.

**4.8 Station Service.** Seller is responsible for all Station Service at Seller's expense. If the Facility is located within the state of Georgia, Seller must arrange Station Service for the Facility in accordance with the Georgia Territorial Electric Service Act (O.C.G.A. §§ 46-3-1 through 46-3-15).

**4.9 PPA Operating Committee.**

**4.9.1. Establishment**. The Parties will establish a PPA Operating Committee comprised of at least two PPA Operating Representatives, one appointed by each of Seller and GPC. Seller and GPC will each provide written notice of such appointment to the other Party. Such appointments may be changed by similar written notice. The PPA Operating Committee will meet as necessary, but not less often than once each calendar year, by agreeable means (e.g., conference call or other electronic means, or in person) upon prior written notice. The PPA Operating Committee will represent the Parties in all matters arising under this PPA that are delegated to them by mutual agreement of the Parties but will not have any authority to modify or amend the terms of this PPA.

**4.9.2. Actions**. Each Party will cooperate in providing to the PPA Operating Representatives all information required in performance of the PPA Operating Committee's duties. If the PPA Operating Committee cannot agree on any matter falling under its jurisdiction, such matter will be submitted to senior officers of the Parties for discussion and resolution. All decisions and agreements made by the PPA Operating Committee or their principals will be evidenced in writing.

**4.10 Reserved.**

***[Note: If the Facility is fueled with a source other than wind or solar then Section 4.11 may be Reserved.]***

**4.11 Data Collection; Weather Station.**

**4.11.1. Equipment**. No later than 60 Days before the RCOD, Seller, at its own expense, must install meteorological stations at the Site to monitor, record, and report the meteorological data required under Section 4.11.2 (*Recording Data*), which equipment must satisfy the following minimum standards:

[for a solar Facility]

- At least one meteorological station per 40 MW DC of panels, with each meteorological station including a minimum of:
- Two planes of solar array pyranometers or reference cells;
  - Two back of module temperature measurements;
  - Two wind speed measurements; and
  - Two ambient temperature measurements.

[for a wind Facility]

- At least one LIDAR, SODAR, or met tower at the Facility, with wind speed and direction at multiple elevations;
- At least two measurements of each of the following: temperature, humidity, and barometric pressure; and

- Sensors to measure wind speed and direction at or near the rotor hub on each wind turbine (an example is a nacelle anemometer).

Such equipment must be of a configuration and quality consistent with Prudent Industry Practices for a utility scale *#solar facility/wind facility#*, and Seller must maintain all such equipment in accordance with Prudent Industry Practices and as necessary to provide accurate data with respect to the Site throughout the Term, including performing calibration no less frequently than annually (unless the PPA Operating Committee approves a less frequent calibration schedule in accordance with the original equipment manufacturer's recommendations for the equipment). Seller must submit the calibration schedule to GPC for review and approval (such approval not to be unreasonably withheld) no later than 60 Days before the expected Commercial Operation Date. Seller will provide calibration reports to GPC promptly after each calibration and will provide the maintenance log for the equipment to GPC on an annual basis.

**4.11.2. Recording Data**. From the Commercial Operation Date and continuing throughout the Term, in addition to other notification requirements in this PPA, Seller must record the following data and make such data available to GPC:

**(i)** Real power production for each Hour by the Facility;

**(ii)** Reactive power for each Hour by the Facility;

**(iii)** Any change in operating status and maintenance events;

**(iv)** Any unusual condition found during inspections;

**(v)** Any significant event related to the operation of the Facility; [and]

**(vi)** [*for solar resources*] one minute and Hourly time-averaged measurements from data samples at 10 seconds or greater frequency for the following parameters at the Facility: total global horizontal irradiance, total global radiation within the plane of the array, air temperature, wind speed, relative humidity, precipitation, barometric pressure, back of module surface temperature and other pertinent meteorological conditions.

**(vii)** [*for wind resources*] five minute and Hourly time-averaged measurements from data samples at 10 seconds or greater frequency for the following parameters at the Facility: air temperature, hub height wind speed, wind direction, standard deviation of wind direction, relative humidity, precipitation, barometric pressure, and other pertinent meteorological conditions; and

**(viii)** [*for wind resources*] to the extent the same is or becomes available to Seller, an equation, updated on an ongoing basis, to reflect the potential generation of the Facility as a function of temperature, wind speed, and wind direction, which equation will take into account the expected availability of the Facility.

**4.11.3. Access to Data**. GPC must have real-time access to the required meteorological data at a frequency not to exceed every 60 seconds. Additionally if requested by GPC, Seller will provide GPC a report within 30 Days after the end of each Month that provides the information required by Section 4.11.2 (*Recording Data*) for such Month as well as any other additional information that GPC reasonably requests regarding the operation of the Facility that is collected and maintained by Seller in the ordinary course of Facility operations. GPC reserves the right to validate any meteorological data provided by Seller with other meteorological information available to GPC. Seller will make available to GPC all data from any weather monitoring portals Seller installs at the Site.

**4.11.4. Maintenance**. Seller must prepare and implement a maintenance plan for sensors that is consistent with the sensors' manufacturers' recommendations, and such plan must be incorporated in the PPA Operating Procedures.

## 4.12 AGC.

**4.12.1. Operation on AGC.** Seller is responsible for operating the Facility and producing and delivering Energy in compliance with GPC's AGC Setpoint signals as further described in Section 4.12.2 (*AGC Setpoint Signals*). During periods when GPC does not desire to curtail Energy output from the Facility through AGC, GPC's AGC Setpoint will follow either the Operating High Limit or Potential High Limit and the Facility will operate at full output. Upon Curtailment, the Facility must reduce Energy output to the AGC Setpoint.

**4.12.2. AGC Setpoint Signals**. Seller will, 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 GPC's AGC Setpoint signals in compliance with this PPA. The Facility must be capable of remaining on AGC at all times while available. The Facility's AGC system will include all necessary connections to GPC's AGC equipment(to GPC's satisfaction) to enable GPC to send AGC Setpoint signals to the Facility and to measure, record, and control Energy output from the Facility at all times. The Facility's AGC system must be configured to interface with GPC's AGC RTU(s) to send and receive data for AGC that satisfies the minimum data requirements in Exhibit K (*AGC Minimum Data Requirements*) and must conform to Prudent Industry Practices.

**4.13 AGC Performance Requirements.** Section 1 of Exhibit J (*Performance Metrics and Performance Requirements*) prescribes the AGC Status Performance Requirement and the AGC Setpoint Response Performance Requirement. Seller is responsible for achieving the AGC Status Performance Requirement and the AGC Setpoint Response Performance Requirement for each Month of each Annual Period. Beginning on the Commercial Operation Date, if, during the remaining Term, Seller fails to achieve the AGC Status Performance Requirement or the AGC Setpoint Response Performance Requirement during any Month, Seller will perform an analysis of the reasons for the failure. Seller will provide GPC with the results of its analysis and will take steps to remedy the cause of the failure. If Seller fails to achieve the AGC Status Performance Requirement or the AGC Setpoint Response Performance Requirement during any three consecutive Months or any six non-consecutive Months in any 12-Month period, Seller will conduct a test of the Facility equipment within five Days and perform an analysis of the reasons for the failure. Within ten Business Days after conducting this test, Seller will provide GPC with its analysis of the reason(s) for the failure and will present GPC with a reasonable plan that explains the steps Seller will take to remedy the reason(s) for the failure and to regain compliance with the AGC Status Performance Requirement and the AGC Setpoint Response Performance Requirement. If GPC has comments or recommendations to Seller's plan, Seller will address GPC's comments and incorporate GPC's commercially reasonable recommendations and resubmit the plan to GPC. Once GPC approves the plan presented by Seller, Seller will implement the plan. If Seller: (i) does not perform an analysis of a failure; or (ii) does not present the test results, analysis, or a reasonable plan to GPC; or (iii) implements a plan that is not approved by GPC that results in a failure to regain compliance with the AGC Status Performance Requirement and the AGC Setpoint Response Performance Requirement; or (iv) fails to implement the plan approved by GPC, that will constitute an Event of Default by Seller pursuant to Section 12.1.12 (*Failure to Meet AGC Performance Requirements*).

**4.14 Potential High Limit; Curtailed Energy.** 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 GPC is being received or responded to by the Facility. Such system must 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.

**4.14.1. PHL Estimation System**. By no later than one year before the expected Commercial Operation Date, Seller will submit the detailed design and expected performance of the PHL estimation system to GPC for review and approval, such approval not to be unreasonably withheld. GPC will provide any written comments regarding the proposed PHL estimation system design to Seller within 30 Days after receipt of the required submittal from Seller. Within 60 Days after receipt of GPC's comments, Seller will make corrections or modifications to the proposed PHL estimation system design as necessary to properly address GPC's comments, including correcting deficiencies, remedying issues, and satisfying requirements raised in GPC's comments, and will resubmit the revised proposed PHL estimation system design to GPC for review and approval, such approval not to be unreasonably withheld. This process will be repeated on an iterative basis until Seller has developed a PHL estimation system design that is approved by GPC, such approval not to be unreasonably withheld.

**4.14.2. Testing of PHL Estimation System**. By no later than 14 Days before the expected Commercial Operation Date, Seller will provide to GPC a detailed analysis and verification report regarding the completed testing of the performance and accuracy of the PHL estimation system, which demonstrates that the installed PHL estimation system is capable of satisfying the performance and accuracy requirements of Section 4.14 (*Potential High Limit; Curtailed Energy*).

**4.14.3. Access to Data Used for PHL Estimates**. Seller will enable GPC 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 GPC. GPC has the right to retain, review, and reproduce all modeling and analysis used by Seller to estimate PHL, with such support from Seller as GPC may reasonably request.

**4.14.4. 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. As set forth in Exhibit A (*Renewable Energy Payment Calculations*), Compensable Curtailed Energy will not be included in the calculations of the Monthly Renewable Energy Payment; instead, for purposes of payment, Compensable Curtailed Energy will be addressed in determining the Seasonal Energy True-up Quantity in accordance with Section 8.2.2 (*Determination of Compensable Curtailed Energy in Seasonal Energy True-up Quantity*) and Exhibit A (*Renewable Energy Payment Calculations*). If the Parties fail to agree on the amount of Curtailed Energy, the Parties agree to submit the dispute for resolution in accordance with Part 17 (*Dispute Resolution)*.

**4.14.5. 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 Part 17 (*Dispute Resolution)*.

**4.15 Reactive Power.** Starting aton COD and throughout the remaining Term, the Facility must be capable of providing, and Seller will cause the Facility to provide, reactive power support to GPC (i.e., to produce and absorb reactive power) to meet GPC's voltage schedule requirements specified in The Southern Company Bulk Power Operations Procedure BPO-01 at all real power levels (pushing and pulling), including zero real power. In the case of Facilities comprised of technologies other than inverter-based technology, such requirements will apply only when the Facility is producing real power. For Facilities comprised of inverter-based technology, such requirements will apply at all times, regardless of whether the Facility is producing real power.

**4.16 Cybersecurity.** Starting at COD and throughout the remaining Term, the Facility must comply with the requirements for Bulk Electric System generation facilities in North America set forth in the NERC reliability standards created by FERC order 706 (Cyber Security Standards). With respect to any actual or suspected cyber security incident that compromises, disrupts, or constitutes an attempt to compromise or disrupt: (i) Seller's cyber security or physical security at the Facility; (ii) the performance of Seller's obligations regarding the operation of the Facility; or (iii) products, software, hardware or systems provided or to be provided under this PPA (a "**Cyber Security Incident**"), Seller must report such Cyber Security Incident to GPC within 24 Hours after discovery. Seller must take immediate steps to address any Cyber Security Incident, and to mitigate any impacts to the Facility and GPC as a result of a Cyber Security Incident, up to and including the replacement of any affected equipment.

## PART 5. PERFORMANCE SECURITY

### 5.1 Performance Security.

**5.1.1. Requirements if Seller is Creditworthy**. If, as of the date that is seven Days before the anticipated date that the Commission will issue the Certification Order, Seller is Creditworthy, then Seller is not required to deliver Performance Security to GPC under this Part 5 (*Performance Security*). However, if during the Term of this PPA, a Material Adverse Change occurs in respect of Seller then within three Business Days after the occurrence of such Material Adverse Change, Seller will deliver Performance Security to GPC in the amount required in accordance with Section 5.1.2 (*Requirements if Seller is Not Creditworthy*) as of the applicable date the Performance Security is provided.

**5.1.2. Requirements if Seller is Not Creditworthy**. If, as of the date that is seven Days before the anticipated date that the Commission will issue the Certification Order, Seller is not Creditworthy, then Seller will deliver to GPC the Performance Security. The amount of Performance Security that Seller is required to maintain over the remainder of the Term will be a percentage of revenues for the Term of this PPA as follows:

| Dates and Amounts of Performance Security | |
|---|---|
| **Applicable Dates** | **Amount** |
| Seven Days before the anticipated date that the Commission will issue the Certification Order to COD | [*Insert amount equal to 2.5% x Total Projected Revenue for the Term*] |
| From COD through the remainder of Term | [*Insert amount equal to 5% x Total Projected Revenue for the Term*] |

If at any time that GPC is holding Performance Security in the form of a Seller Guaranty, a Material Adverse Change occurs in respect of Seller Guarantor, then within three Business Days after the occurrence of such Material Adverse Change, Seller will deliver to GPC replacement Performance Security: (i) in a form other than a Seller Guaranty; or (ii) in the form of a Seller Guaranty from a Person that is Creditworthy.

**5.1.3. Requirements if Seller Becomes Creditworthy**. If, during the Term, Seller has provided Performance Security to GPC in accordance with the requirements of this Part 5 (*Performance Security*) and either: (i) Seller itself becomes Creditworthy; or (ii) Seller seeks to assign this PPA in accordance with Section 18.1.1 (*Assignment by Seller*) to a Person (other than in connection with a collateral assignment) that is Creditworthy, then in either case: (a) Seller or such Person, as applicable, will not be required to provide Performance Security for so long as it is Creditworthy; and (b) GPC will return Seller's Performance Security within five Business Days after Seller becomes Creditworthy or the effective date of the assignment, as applicable. Following the return of the Performance Security under this Section, the provisions of Section 5.1.1 (*Requirements if Seller is Creditworthy*) will apply.

**5.1.4. Pre-Approval of Performance Security ~~and Upgrade Security~~.** For any Performance Security required by this PPA, including any replacement Performance Security required under Section 5.2.1 (*Replacement Collateral; Supplemental Collateral*), Seller must deliver a draft of the non-cash Eligible Collateral to GPC at least 10 Business Days before the applicable Performance Security due date. ~~For any Upgrade Security required by this PPA, including any new or replacement Upgrade Security required under Section 2.4 (*Grid Cost Improvements*), Seller must deliver a draft of the Upgrade Security to GPC at least 10 Business Days before the applicable Upgrade Security due date.~~

**5.2 Replacement, Supplemental, and Release of Collateral.**

**5.2.1. Replacement Collateral; Supplemental Collateral**. To the extent that any supplement to or replacement of Performance Security is required to maintain compliance with Section 5.1 (*Performance Security*), Seller will deliver such supplemental or replacement Performance Security to GPC no later than 90 Days before the earlier to occur of: (i) the date when an increase or decrease in Performance Security is required **i**n accordance with the table in Section 5.1.2 (*Requirements if Seller is not Creditworthy*); or (ii) the date when the existing Performance Security will expire. However, the increase or decrease, as applicable, in Performance Security will not become effective until the applicable date specified in the table in Section 5.1.2 has arrived. In the event of a failure to comply with this Section 5.2.1 (*Replacement Collateral; Supplemental Collateral*), GPC will be entitled to its other remedies under this PPA or at law, including to draw upon the existing Performance Security before the expiration date. Upon receipt of any replacement Performance Security, and so long as Seller remains in compliance with this Part 5 (*Performance Security*), GPC will not draw upon the existing Performance Security, for which such replacement is being made, solely because such existing Performance Security is about to expire.

**5.2.2. Release of Collateral**. Upon replacement of the Performance Security in accordance with Section 5.2.1 (*Replacement Collateral; Supplemental Collateral*), GPC will promptly release any Eligible Collateral that is no longer required or that has been replaced. Seller may change the form of Eligible Collateral from time to time during the Term by substituting another authorized form of Eligible Collateral in accordance with Section 5.2.1. However, Seller must submit the proposed substitute authorized form of Eligible Collateral for GPC's prior review and approval. Upon GPC's receipt and acceptance of substitute Eligible Collateral, which has been pre-approved by GPC and otherwise satisfies the requirements of Section 5.2.1, the Eligible Collateral for which substitution is being made will promptly be released by GPC in an

amount equal to that which is being substituted. Within 60 days after the end of the Term, any remaining Eligible Collateral posted by Seller under Section 5.1 (*Performance Security*) that has not been drawn upon by GPC in accordance with its rights under this PPA will be returned. Any dispute between the Parties regarding such final settlement will be submitted for resolution in accordance with Part 17 (*Dispute Resolution)*.

**5.3 Draws; Replenishment.** In addition to the draws permitted by ~~Sections 2.4 (*Grid Cost Improvements*) and~~Section 5.2.1 (*Replacement Collateral; Supplemental Collateral*), GPC may draw upon the Eligible Collateral in order to recover any damages to which GPC is entitled under this PPA (including following the occurrence of an Event of Default by Seller) or to recover any other unpaid amounts due and owing by Seller under this PPA, including to recover any liquidated delay damages owed under Section 2.5 (*Failure to Achieve Required Commercial Operation Date*) or the Termination Payment owed under Section 12.3 (*Remedies for Events of Default*). In the event of such a draw on the Eligible Collateral, then, except in the circumstance when GPC establishes an Early Termination Date in accordance with Section 12.3 (*Remedies for Events of Default*) or this PPA otherwise terminates, Seller, within three Business Days, will replenish the Eligible Collateral to the full amount required by ~~Sections 2.4 and~~Section 5.1 (*Performance Security*)~~, as applicable~~.

**5.4 Reporting.** Seller will promptly notify GPC of any circumstance that results in Seller's failure to be in compliance with the Performance Security requirements set forth in this Part 5 (*Performance Security*).

**5.5 Delivery of Eligible Collateral for Performance Security.** Seller must provide to GPC Eligible Collateral to meet any of the Performance Security requirements under this PPA by delivering, as applicable, cash wired to a Security Account, or Letter of Credit or Seller Guaranty to the address identified for such delivery in Exhibit L (*Notices*).

## PART 6. INTERCONNECTION, METERING, AND TELEMETRY

### 6.1 Interconnection.

**6.1.1. Interconnection Agreement**. If Seller enters into a GPC Interconnection Agreement, such GPC Interconnection Agreement will be read in conjunction with the provisions of this Part 6 (*Interconnection, Metering, and Telemetry)* and any contradictory provisions related to Facility interconnection will be resolved in favor of the GPC Interconnection Agreement.

**6.1.2. Interconnection Study and Entry into Interconnection Agreement**. As of the Effective Date, Seller must have submitted an Interconnection Study request for the Facility in the amount of the Generating Capacity. Seller must use diligent efforts to execute an Interconnection Agreement with the appropriate Interconnection Provider no later than 30 Days after being presented with an executable version of a GPC Interconnection Agreement, or by the date specified by any other Interconnection Provider. Any exception to this requirement must be approved in writing by GPC before Seller executes such Interconnection Agreement. Once executed, the Interconnection Agreement must be maintained in effect throughout the Term of this PPA. Upon execution of the Interconnection Agreement, Seller must promptly provide a copy of such Interconnection Agreement to GPC in accordance with the notice provisions of Section 18.12 (*Notice*). Throughout the Term, Seller will provide any Interconnection Agreement amendment to GPC within 30 Days after the effective date of such amendment.

**6.1.3. Interconnection Costs and Expenses**. GPC will not be responsible under this PPA for any costs or expenses (including overheads and administrative costs), or risks incurred in connection with: (i) the Interconnection Study; (ii) the design, construction, installation, operation, or maintenance of the Interconnection Facilities up to the Point of Interconnection; or (iii) any interconnection-related Affected System costs. Seller is responsible for determining interconnection rules, practices, and policies with which it must comply and for coordination with any other Person in connection with the interconnection process. For the avoidance of doubt, GPC will not be responsible under this PPA for any costs or expenses (including overheads and administrative costs) outside of the STT. Seller is responsible for satisfying the payment or security requirements of the Interconnection Provider.

**6.1.4. Interconnection Projected Completion Date**. The Interconnection Agreement must reflect a projected completion date for construction of the Interconnection Facilities, including a reasonable schedule between initial synchronization and the COD to allow for operations verification and testing consistent with the Interconnection Provider's current practices. Seller is required to execute and perform under the Interconnection Agreement in a timely manner, including providing timely notice to proceed, timely submission of required data and documentation, and timely payment. Seller acknowledges that

before entering a GPC Interconnection Agreement, Seller may need to enter into an engineering and procurement agreement in order to provide timely notice to proceed.

***[Note: If the Facility is interconnecting to the Southern Transmission Territory, the Section 6.2 below is applicable.]***

**6.2 Metering and Telemetry.**

**6.2.1. Metering System**. The Parties will ensure the Metering System is designed, located, constructed, installed, owned, operated, and maintained in accordance with the Interconnection Agreement and Prudent Industry Practices in order to measure and record the amount of Energy delivered from the Facility to the Point of Delivery. The Metering System will be of a mutually acceptable accuracy range and type, including audit capabilities. Seller will be responsible for the cost of the Metering System that will be installed, owned, operated, and maintained by GPC for purposes of determining the amount of Energy delivered to the Point of Delivery. All Metering System equipment installed by GPC will be and will remain the personal property of GPC. Neither Seller nor any Seller Representative may make an adjustment to the Metering System without the prior written consent of GPC. Seller, at its own cost, may install additional meters or other such facilities, equipment, or devices on Seller's side of the Point of Delivery as Seller deems necessary or appropriate to monitor the measurements of the Metering System. However, in all cases GPC will be entitled to calculate its invoiced amounts solely by reference to its Metering System.

**6.2.2. Inspection**. GPC will inspect and test the Metering System in accordance with Prudent Industry Practices, but not less often than once every two Annual Periods. Upon reasonable written request to GPC, Seller may request that GPC inspect or test the Metering System more frequently than once every two Annual Periods. However, Seller will be responsible for, and will reimburse GPC for, all costs and expenses incurred by or on behalf of GPC in connection with any such additional inspections or tests that are completed more frequently than once every two Annual Periods.

**6.2.3. Adjustments**. If any seal securing the Metering System is found broken, if the Metering System fails to register, or if the measurement made by a Metering System device is found upon testing to vary by more than 1.0% from the measurement made by the standard meter used in the test, an adjustment will be made correcting all measurements of Energy made by the Metering System during the Adjustment Period. If the Parties are unable to agree on the amount of the adjustment to be applied during the Adjustment Period, the amount of the adjustment will be determined: (a) by correcting the error if the percentage of error is ascertainable by calibration, tests, or mathematical calculation; or (b) if not so ascertainable, by estimating on the basis of deliveries made under similar conditions during the period since the last test. Within 30 Days after the determination of the amount of any adjustment, GPC will pay Seller any additional amounts then due for deliveries of Renewable Energy during the Adjustment Period or GPC will be entitled to a credit against any subsequent payments for Renewable Energy, as applicable.

**6.2.4. Notice of Testing**. GPC and its Representatives will be entitled to reasonable prior written notice of and to be present at any test, inspection, maintenance, adjustment, or replacement of any part of the Metering System relating to obligations under this PPA.

**6.2.5. Telemetry**. Seller will be required, at Seller's cost, to provide additional real-time telemetry as specified in the Interconnection Agreement and the *Southern Companies' Typical Data and Application Requirements for SOCO BA Sellers* posted on Southern Company's OASIS.

***[Note: If the Facility is interconnecting to an Electric System outside the SBAA, Section 6.2 below is applicable.]***

**6.2 [Metering and Telemetry.]**

**6.2.1 Metering System**. The amounts of Energy produced by the Facility and delivered to the Point of Delivery will be measured by Seller's Meter and other facilities, equipment, and devices that are of revenue quality and in accordance with Prudent Industry Practices and applicable requirements and standards of NERC, the Interconnection Provider, and applicable Transmission Service Provider. Seller must provide GPC with the right to install, maintain, and access, at GPC's sole cost and expense, Buyer's Meter to check and verify the Energy output measured by Seller's Meter. Seller may also install and maintain at its own expense other meters to measure the output of the Facility. Seller is responsible for the costs associated with the design, construction, installation, ownership, operation, maintenance, and calibration of Seller's Meter, facilities, equipment, and devices, and GPC is responsible for the costs associated with the design, construction, installation, ownership, operation, maintenance, and calibration of Buyer's Meter,

facilities, equipment, and devices. Seller must provide GPC with a copy of all metering and calibration information and documents regarding Seller's Meter, facilities, equipment, and devices and must use commercially reasonable efforts to obtain such information and documents from the Interconnection Provider and Transmission Service Provider. Likewise, GPC will provide Seller with a copy of all metering and calibration information and documents regarding Buyer's Meter, facilities, equipment, and devices. Seller must give GPC reasonable prior written notice of the time and place of any testing or inspection of Seller's Meter, and GPC may have a Representative present at such test or inspection. Likewise, GPC will give Seller reasonable prior written notice of the time and place of any testing or inspection of any Buyer's Meter, and Seller may have a Representative present at such test or inspection. GPC has the right to inspect, and require testing, of Seller's Meter at such times as GPC deems necessary or appropriate. GPC is responsible for the costs of any testing of Seller's Meter that it requests, unless such testing reveals that the tested Seller's Meter is inaccurate by more than 0.5% from the measurement made by the standard meter used in the test, in which event Seller will bear all costs of such testing.

**6.2.2 Adjustments**. Seller will promptly notify GPC in writing if any of the conditions described in this Section 6.2.2 (*Adjustments*) are found to exist. If during the Term, Seller discovers that: (i) any seal securing Seller's Meter is broken; (ii) Seller's Meter fails to register; or (iii) the measurement made by Seller's Meter is found upon testing to vary by more than 1% from the measurement made by the standard meter used in the test, then in any such case, an adjustment will be made correcting all measurements of Energy made by Seller's Meter during the Adjustment Period. If the Parties are unable to agree on the amount of the adjustment to be applied during the Adjustment Period, the amount of the adjustment will be determined: (a) by correcting the error if the percentage of error is ascertainable by calibration, tests, or mathematical calculation; or (b) if not so ascertainable, by estimating on the basis of deliveries made under similar conditions during the period since the last test. Within 30 Days after the determination of the amount of any adjustment, GPC will pay Seller any additional amounts then due for deliveries of Renewable Energy during the Adjustment Period or GPC will be entitled to a credit against any subsequent payments for Renewable Energy paid for but not delivered, as applicable.

**6.2.3 Loss Factor Adjustment to Point of Delivery**. If, and to the extent, that the meters used to determine the output of the Facility are not measuring deliveries of Energy physically at the Point of Delivery, the metered amount of Energy will be adjusted for losses to or from the Point of Delivery (as applicable), determined in accordance with Prudent Industry Practices.

## PART 7. PURCHASE AND SALE OF RENEWABLE ENERGY

**7.1 Delivery, Purchase, and Sale of Renewable Energy.** Commencing on the Commercial Operation Date, and during each Annual Period, subject to the terms and conditions of this PPA, Seller will deliver to the Point of Delivery and sell to GPC, and GPC will purchase and receive from Seller at the Point of Delivery, 100% of the Energy produced by the Facility. However: (a) Seller is prohibited from delivering, and GPC is not obligated to receive, instantaneous Energy in an amount that exceeds the Interconnection Limit; and (b) the Energy delivered from the Facility is subject to Curtailment through GPC's AGC Setpoint signals as set forth in this PPA. Exhibit G (*Seasonal and Annual Energy Contract Amount*) provides Seller's expectation of the nominal amounts of Energy to be delivered to GPC each Seasonal Period and Annual Period, which constitutes the "**Seasonal Energy Contract Amount**" or "**SECA**" and the "**Annual Energy Contract Amount.**" Payments to Seller for actual Energy delivered to the Point of Delivery will be determined as set forth in Exhibit A (*Renewable Energy Payment Calculations*). The sale and purchase of Energy delivered to the Point of Delivery will include, at no additional cost to GPC, the transfer from Seller to GPC of all Environmental Attributes and Electrical Products associated with such Energy.

**7.2 Limitation on GPC's Payment for Excess Energy.** In accordance with Exhibit A (*Renewable Energy Payment Calculations*), despite any other provision in this PPA with respect to any Seasonal Period: (a) Seller is not entitled to compensation under this PPA for any Energy (including Energy comprising Seasonal Delivered Energy, Excess Energy, or Deemed Delivered Energy) that exceeds 110% of the applicable Seasonal Energy Contract Amount; and (b) GPC will receive a true-up credit for Monthly Renewable Energy Payments in accordance with Exhibit A (*Renewable Energy Payment Calculations*) for any amount of Seasonal Delivered Energy that exceeds the Seasonal Energy True-up Limit.

**7.3 Testing and Test Energy.** Seller will not begin initial delivery of Energy to the Point of Delivery without the prior written consent of GPC. GPC will purchase Energy (which includes associated Environmental Attributes and Electrical Products) produced by Seller during Facility testing and start-up at such times and under conditions acceptable to GPC and Seller at 90% of the AIER and otherwise in accordance with the terms of this PPA.

Representatives of GPC will be given reasonable prior written notice of and have the right to be present during any such testing. GPC will cooperate with Seller to facilitate Seller's testing of the Facility necessary to achieve Commercial Operation, including coordination of the production and delivery of test energy. Seller will provide GPC with at least 10 Business Days' written notice before any testing to establish the Facility's Commercial Operation under this PPA. Seller will fully cooperate with GPC to meet all Transmission Service Provider requirements for test energy (e.g., developing NERC e-tag for test energy).

**7.4 Undelivered Energy.** GPC will not owe Seller any payment or other compensation for Undelivered Force Majeure Energy or for Seller Curtailed Energy. Curtailed Energy is addressed in Section 8.2 (*Curtailed Energy*) and Exhibit A (*Renewable Energy Payment Calculations*).

**7.5 Point of Delivery; Title; Risk of Loss.** Unless otherwise agreed by GPC in writing, and subject to Section 7.2 (*Limitation on GPC's Payment for Excess Energy*), Seller will deliver all of the Energy produced by the Facility to GPC at the Point of Delivery. Title to and risk of loss of Energy will pass from Seller to GPC at the Point of Delivery.

**7.6 No Sales to Third Parties.** During the Term of this PPA, Renewable Energy from the Facility must not be sold or committed for sale to any other Person and will be available to GPC under this PPA on a non-interruptible basis.

**7.7 Determination of Amounts of Delivered Energy.** The amounts of Monthly Delivered Energy delivered by Seller to GPC as measured during any Hour is the amount of Energy confirmed for delivery to GPC by Seller at the Point of Delivery as determined: (i) for a Facility interconnecting to the Southern Transmission Territory, by the Metering System; or (ii) for a Facility interconnecting to an Electric System outside the SBAA, as set forth in the applicable transmission schedules and transmission tags, as such transmission schedules and transmission tags are confirmed by each applicable Transmission Service Provider and balancing authority. If the Facility is interconnecting to an Electric System outside the SBAA, the PPA Operating Procedures will, as deemed necessary or desirable by the Parties, contain further provisions addressing applicable transmission schedules and the measurement and determination of Monthly Delivered Energy.

## PART 8. CURTAILMENTS; TRANSMISSION AND DELIVERY RESPONSIBILITIES

**8.1 Compliance.** The delivery and scheduling of Energy will be in compliance with all requirements of the applicable transmission tariffs governing transmission service on each Transmission Service Provider Transmission System and all applicable balancing authority area requirements.

**8.2 Curtailed Energy.**

**8.2.1. GPC Excused from Receipt**. GPC will be excused from receiving Energy as a result of a Curtailment, but Curtailed Energy will be included in Deemed Delivered Energy for the applicable Seasonal Period in which the Curtailment occurred. In addition, as set forth in Exhibit A (*Renewable Energy Payment Calculations*), Compensable Curtailed Energy will not be included in the calculations of the Monthly Renewable Energy Payment, but will instead be addressed (along with any lost PTCs associated with the Compensable Curtailed Energy) pursuant to Exhibit A (*Renewable Energy Payment Calculations*) in the determination of the Seasonal Energy True-up Quantity for the applicable Seasonal Period in which the Compensable Curtailment occurred.

**8.2.2. Determination of Compensable Curtailed Energy in Seasonal Energy True-up Quantity**. As set forth in Exhibit A (*Renewable Energy Payment Calculations*), the amount of Compensable Curtailed Energy (if any) included in the calculation of the Seasonal Energy True-up Quantity for a Seasonal Period cannot exceed an amount equal to the difference between: (i) the Seasonal Energy True-up Limit; and (ii) the Seasonal Delivered Energy. If the Seasonal Delivered Energy for a Seasonal Period exceeds the Seasonal Energy True-up Limit, no amount of Compensable Curtailed Energy for the Seasonal Period will be included in the calculation of the Seasonal Energy True-up Quantity. The methodology for the calculation of Compensable Curtailed Energy will be determined by the PPA Operating Committee and will be consistent with the methodology for calculating Deemed Delivered Energy.

**8.3 Seller Curtailed Energy.** Seller Curtailed Energy is not included in Deemed Delivered Energy and is not included in the calculations of the Monthly Renewable Energy Payment or the Seasonal Energy True-up Quantity in Exhibit A (*Renewable Energy Payment Calculations*). For the avoidance of doubt, Seller is not entitled to any payment or other compensation for any Seller Curtailed Energy.

The table below summarizes Sections 8.2 (*Curtailed Energy*) and 8.3 (*Seller Curtailed Energy*) and identifies the different types of Curtailment, and whether or not the Curtailed Energy is considered Deemed Delivered Energy for purposes of this PPA.

| **Curtailments included in Deemed Delivered Energy** | |
|---|---|
| **Type of Curtailment** | **Deemed Delivered Energy** |
| Compensable Curtailment (including Short-Term Network Service Curtailment) | Yes |
| Southern Transmission Curtailment | Yes |
| Seller Firm Transmission Curtailment | No |
| Seller Interconnection Curtailment | No |
| Third-Party Caused Transmission Curtailment | No |

**8.4 Transmission and Delivery Responsibilities of GPC.** GPC will be solely responsible for scheduling and making all necessary arrangements for the Facility to be designated as a Network Resource for serving GPC's load with deliveries of the Energy sourced from the Facility. The designation will be obtained and maintained by GPC. Such request will be consistent with the Network Resource process described in the Southern OATT. GPC will provide to Seller the OASIS reference number for the designation request. Except as otherwise provided in this PPA, GPC will be solely responsible for all costs and charges incurred in connection with the delivery of Energy from the Point of Delivery to GPC's load, whether imposed pursuant to standards or provisions established by FERC, another Governmental Authority, or any other Person.

***[Note: Section 8.5 will be deleted if the Facility is interconnecting to the Southern Transmission Territory.]***

**8.5 Transmission and Delivery Responsibilities of Seller.**

**8.5.1. Firm Transmission Service**. Seller will be solely responsible for making all necessary arrangements for the Firm Transmission Service necessary for the delivery of all Energy to the Point of Delivery, including ancillary services, from the COD throughout the remainder of the Term. Seller is solely responsible for all costs and charges incurred in connection with providing Firm Transmission Service up to the Point of Delivery, whether imposed by standards or provisions established by FERC, another Governmental Authority, any Transmission Service Provider, Interconnection Provider, or any other Person, including transmission and distribution costs, scheduling costs, generation and energy imbalance costs, congestion costs, operating reserve charges, and the cost of rights to utilize the transmission or distribution system.

**8.5.2. Southern Transmission Interface**. Seller must: (i) obtain, maintain, and utilize Firm Transmission Service in order to deliver all Energy from the Facility, through any applicable balancing authority area, to the Point of Delivery; and (ii) provide to GPC all information reasonably requested by GPC, including information with respect to the Facility or balancing authority area. Seller must procure Firm Transmission Service for the Generating Capacity of the Facility throughout the Term of this PPA to carry out delivery to the Southern Transmission Interface with [_____*(*e.g.*, MISO)*].

**8.5.3. Information Regarding Delivery of Energy**. Seller will provide and make available to GPC all information with respect to the delivery of Energy and the interruption or curtailment of energy and Seller will use good faith efforts to obtain such information from other pertinent Persons in order to provide such information to GPC. Without limiting the foregoing, from the COD through the end of the Term, Seller will provide to GPC the transmission service request identification number for transmission service to the Point of Delivery and any other information in the possession of Seller required by GPC to receive the Energy delivered to or for the account of GPC at the Point of Delivery.

## PART 9. ENVIRONMENTAL ATTRIBUTES

**9.1 Provision of Environmental Attributes.** In consideration for the Monthly Renewable Energy Payments, Seller must transfer, deliver, and otherwise provide to GPC all Environmental Attributes associated with all Energy delivered to GPC under this PPA.

**9.1.1. Sourcing of Environmental Attributes**. All Environmental Attributes provided by Seller under this PPA must be sourced from the Facility.

**9.1.2. Exclusive Rights to Environmental Attributes**. GPC has exclusive rights to all Environmental Attributes associated with the Energy, which will include the exclusive right to: (i) claim that Energy was generated from a renewable type of fuel; (ii) report to any Governmental Authority, or other Person for compliance with any applicable law or other purpose, that it owns the Environmental Attributes; and (iii) claim the Environmental Attributes for customers or potential customers for purposes of marketing and advertising. Subject to Section 18.18 (*Press Releases*) Seller and its Affiliates will be entitled to issue marketing materials regarding their respective operations and business activities, but only so long as the issuance of such materials and statements does not reduce the economic value to GPC of the Environmental Attributes transferred under this PPA or otherwise reduce GPC's claims to such Environmental Attributes or result in the double counting of such Environmental Attributes.

**9.1.3. Transfer of Environmental Attributes**. Seller will maintain and provide to GPC (or, if directed by GPC, other applicable Persons) such information as necessary to substantiate, account for, or track the quantity of Environmental Attributes delivered to GPC under this PPA, including all information necessary for GPC to comply with the requirements of any Governmental Authority or other certifying or standard-setting body relating to the Environmental Attributes provided under this PPA. Seller is responsible for costs, if any, associated with registering, qualifying, or recording any Environmental Attributes with any such applicable Governmental Authority or other certifying or standard-setting body. Seller will provide GPC with attestations regarding the accuracy of such information as reasonably requested by GPC. GPC has the right to disclose such information publicly or to any third party, without the prior consent of Seller, as reasonably required in connection with the operation of GPC's business, including disclosures: (i) to any Person that purchases the Environmental Attributes from GPC; (ii) to any Governmental Authority; (iii) to any auditor or any Person that certifies or sets standards with respect to Environmental Attributes; or (iv) as necessary for GPC to defend, verify, or substantiate its ownership of the Environmental Attributes under this PPA.

**9.1.4. No Ownership Responsibility**. In no way will the right to, transfer of, or acquisition of Environmental Attributes cause GPC to be deemed an owner or operator of the Facility or in any way cause GPC to be responsible for the Facility's compliance with any applicable law.

## PART 10. RENEWABLE ENERGY PAYMENTS

### 10.1 Monthly Renewable Energy Payments; Seasonal Period True-up.

**10.1.1. Monthly Renewable Energy Payment**. Commencing on COD, for each Month in each Annual Period, GPC will pay Seller a Monthly Renewable Energy Payment in accordance with Exhibit A (*Renewable Energy Payment Calculations*) for the Monthly Delivered Energy (which includes all compensation for the Monthly Delivered Energy, the transfer of the Environmental Attributes, and the Electrical Products associated with the Monthly Delivered Energy) during such Month.

**10.1.2. Target Seasonal Payment True-up**. The Monthly Renewable Energy Payment for each Seasonal Period will be subject to a true-up with respect to a Target Seasonal Payment in accordance with Exhibit A (*Renewable Energy Payment Calculations*). Upon the completion of each Annual Period, GPC will determine for each Seasonal Period whether a true-up credit is owed by Seller, or a true-up payment is owed by GPC in accordance with Exhibit A. If a true-up credit or a true-up payment is owed for a Seasonal Period in accordance with Exhibit A**,** then, subject to the provisions of Section 10.2.3 (*Notice of True-up Credit or True-up Payment*), the true-up payment or true-up credit, as applicable, will be included in the invoice issued under Section 10.2.4 (*Invoicing*) for the Monthly Renewable Energy Payment for the last Month of the relevant Annual Period.

**10.1.3. Payment for Test Energy**. GPC will pay the Test Energy Price for test energy delivered to the Point of Delivery.

### 10.2 Billing and Payment.

**10.2.1. Test Energy**. Test Energy delivered before the Commercial Operation Date will be billed in the invoice for the first Monthly Renewable Energy Payment.

**10.2.2. Notice of Monthly Delivered Energy**. Following Commercial Operation, by no later than the 15th Business Day of the following Month, GPC will provide written notice to Seller of the amount of Monthly Delivered Energy for each Month.

**10.2.3. Notice of True-up Credit or True-up Payment**. GPC will provide Seller with written notice of the amount of any true-up credit or true-up payment calculated under Exhibit A (*Renewable Energy Payment*

*Calculations*) for each Seasonal Period by no later than the 15th Business Day of the Month following the end of the relevant Annual Period.

**10.2.4. Invoicing**. Within 10 Business Days after receipt of notification in accordance with Section 10.2.2 (*Notice of Monthly Delivered Energy*) or Section 10.2.3 (*Notice of True-up Credit or True-up Payment*), Seller will provide GPC with an invoice for the Monthly Renewable Energy Payment (determined in accordance with Exhibit A (*Renewable Energy Payment Calculations*)) as well as any other amounts required to be paid by GPC to Seller for such Month.

**10.2.5. Payment**. GPC may provide a net payment or net bill, whichever is applicable, that consolidates amounts owing to Seller with amounts owing to GPC.

**10.2.6. Due Date**. The Monthly Renewable Energy Payment, or any other payment owed under this PPA that is undisputed, will be due and payable on or before the 20th Business Day after a Party's receipt of an invoice. Payment of an invoice will be made on or before the due date in immediately available funds through wire transfer of funds or other means acceptable to the Parties. If payment is not made on or before the 20th Business Day after a Party's receipt of an invoice, then interest will be added to the overdue payment, from the date such overdue payment was due until the overdue payment, together with interest, is paid, which interest will be compounded at the Interest Rate.

**10.3 Billing Disputes and Final Accounting.**

**10.3.1. Billing Dispute**. The Parties will each have until the 365th Day after receipt of a Monthly invoice to raise a Billing Dispute. If a Party does not raise a Billing Dispute during this time period, the correctness of all charges and credits in such Monthly invoice will be conclusively presumed.

**10.3.2. Billing Dispute Notice**. If a Party wishes to raise a Billing Dispute, it will provide the other Party a Billing Dispute Notice that: (i) states the good faith basis for the Billing Dispute; (ii) specifies the portion of the invoiced amount in dispute (payment for which may be withheld); and (iii) provides documentation reasonably supporting the Party's determination of the disputed amount.

**10.3.3. Billing Dispute Review**. If a Party, by timely notice in accordance with Sections 10.3.1 (*Billing Dispute*) and 10.3.2 (*Billing Dispute Notice*) raises a Billing Dispute, the other Party will promptly review the questioned charge or credit and will notify the questioning Party, within 20 Days after receipt of the Billing Dispute Notice, of the amount of any error and the amount of any reimbursement that such Party is entitled to receive with respect to such alleged error. Any reimbursement determined to be due from a Party under this Section 10.3.3 (*Billing Dispute Review*) will be included on the next Monthly invoice and will include interest from the date the original payment was received until the date such reimbursement, together with interest, is invoiced as a credit, which interest will be compounded at the Interest Rate.

**10.3.4. Dispute Resolution**. If a Party disputes the other Party's resolution under Section 10.3.3 (*Billing Dispute Review*) of any Billing Dispute, then the Parties will submit the dispute for resolution in accordance with Part 17 (*Dispute Resolution*).

**10.4 Interest.** If either Party does not make a payment required by this PPA when due, then interest at the Interest Rate, from the date such overdue payment was due until the date such overdue payment, together with interest, is paid, will be added to the amount due. If either Party makes an overpayment or underpayment, as applicable, of an invoice that is later determined to have been incorrect, then interest at the Interest Rate from the date such overpayment or underpayment, as applicable, was made, together with interest, will be added to the overpayment or underpayment, as applicable, until such overpayment or underpayment, as applicable, is refunded or paid to such Party. Remittance received by mail, if mail is a means of payment acceptable to the Party owed such payment, will be accepted without interest charges if such payment is postmarked on or before the due date. If the due date of any payment falls on a Day other than a Business Day, the next succeeding Business Day will be the last Day on which payment can be postmarked without interest charges being assessed.

**PART 11. REPRESENTATIONS, WARRANTIES AND COVENANTS**

**11.1 Seller Representations, Warranties and Covenants.** Seller makes the following additional representations, warranties, or covenants as the basis for the benefits and obligations contained in this PPA:

**11.1.1. Organization; Facility Ownership; Legal Power and Authority**. Seller is a #SellerEntityType#, duly organized and validly existing under the laws of the state of #State#, is the sole owner or lessee of the Facility and has the legal power and authority to: (i) own its properties; (ii) carry on its business as now being conducted; (iii) enter into this PPA; (iv) carry out the transactions contemplated by this PPA; and (v)

perform and carry out all covenants and obligations on its part to be performed under or in accordance with this PPA;

**11.1.2.** [**Owner's Consent to Seller's Entry into PPA**. The owner of the Facility has consented to Seller's execution, delivery, and performance of this PPA and no further consent, or approval of the owner of the Facility is required to be obtained;] ***[NOTE: This representation to be included if Seller is not the owner of the Facility.]***

**11.1.3. Authorization**. The execution, delivery, and performance by Seller of this PPA have been duly authorized by all necessary action, and do not and will not require any consent or approval of any Person other than that which has been obtained;

**11.1.4. No Conflict or Breach.** The execution and delivery of this PPA, the consummation of the transactions contemplated by this PPA, and the fulfillment of and compliance with the provisions of this PPA, do not and will not conflict with or constitute a breach of or a default under, any of the terms, conditions, or provisions of any applicable law, charter, bylaw, operating agreement, or other formation or organizational document of Seller, or any deed of trust, mortgage, loan agreement, other evidence of Indebtedness, or any other agreement or instrument to which Seller is a party or by which it or any of its property is bound or result in a breach of or a default under any of the foregoing;

**11.1.5. Enforceability**. This PPA is the legal, valid, and binding obligation of Seller, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, or similar law relating to or affecting the enforcement of creditors' rights;

**11.1.6. No Proceedings**. There is no pending, or to the knowledge of Seller, threatened action or proceeding affecting Seller before any Governmental Authority that purports to affect the legality, validity, or enforceability of this PPA as in effect on the Effective Date of this PPA or that could reasonably be expected to have a material adverse effect on Seller;

**11.1.7. Payment of Charges and Taxes**. Seller covenants to GPC that it will, at all times during the Term, pay or cause to be paid when due, all charges, taxes, assessments, and fees owed with respect to: (i) the Facility, including its development, permitting, design, engineering, procurement, construction, testing, startup, ownership, leasing, financing, operation, maintenance, and decommissioning; and (ii) the production and delivery of Renewable Energy to be provided to GPC arising, in the case of Energy, before the time of Seller's delivery of such Energy to GPC at the Point of Delivery, or, in the case of Environmental Attributes or Electrical Products, before the time such Environmental Attributes or Electrical Products are transferred to GPC;

**11.1.8. VIE and Finance Lease Certifications**. From the Effective Date through the end of the Term, Seller covenants that, from its perspective or due to any of Seller's actions, GPC will not be required by any applicable law or any accounting standard, including those implemented or administered by the FASB, to consolidate Seller or any of its Affiliates or permitted assigns as a VIE in GPC's or any of its Affiliates' financial statements. Seller covenants to promptly notify GPC following any determination made by Seller or its independent auditor that Seller constitutes a VIE for which GPC is the Primary Beneficiary as a result of this PPA, considered individually or together with any other power purchase agreements between Seller and GPC. Seller will provide to GPC a VIE certification form in the form of Exhibit D (*VIE Certification*) signed by the chief financial officer of Seller: (i) on the date of execution of this PPA; (ii) at any time this PPA is amended by the Parties; and (iii) at any time Seller undergoes a Change of Control Transaction. Seller will also provide GPC a Finance Lease certification in the form of Exhibit E (*Finance Lease Certification*) signed by the chief financial officer of Seller on the date of execution of this PPA and afterwards each time this PPA is amended by the Parties;

**11.1.9. Environmental Compliance Certification**. On each anniversary of the Commercial Operation Date through the end of the Term, Seller will provide to GPC an Environmental Compliance certificate in the form of Exhibit O (*Environmental Compliance Certification*) signed by a duly authorized officer of Seller; and

**11.1.10. Interconnection Agreement**. Seller will enter into the Interconnection Agreement in compliance with the provisions of Section 6.1.2 (*Interconnection Study and Entry into Interconnection Agreement*) and will remain in compliance with the Interconnection Agreement throughout the Term.

**11.1.11. Representations, Warranties, and Covenants Throughout the Term.** Seller also represents, warrants, or covenants throughout the Term that:

**(i)** Seller has and will transfer, or will cause to be transferred to GPC at the Point of Delivery, good and marketable title to all Energy, Environmental Attributes, and Electrical Products free of any lien, tax obligation, claim, security interest, or any other encumbrance;

**(ii)** Seller has not sold or transferred any of the Energy, Environmental Attributes, or Electrical Products to any other Person;

**(iii)** The Energy, Environmental Attributes, and Electrical Products provided to GPC under this PPA have not been utilized by Seller or any Person (other than GPC or any Person to whom GPC sells or transfers the same) to satisfy or comply with any applicable law or any voluntary or involuntary renewable energy requirement or standard, including any renewable portfolio standard, renewable energy standard, or any other similar standard or requirement;

**(iv)** The Environmental Attributes include all those products or rights relating to greenhouse gases and all green certificates, green tags, renewable certificates, and RECs, in each case as specified in and required by the definition of Environmental Attributes, and they have not been used to satisfy or comply with other greenhouse gas or carbon reduction requirements, standards, obligations, or initiatives. The Energy has not been sold, separately marketed, or otherwise separately represented as renewable energy by any other Person;

**(v)** To Seller's knowledge, no Person has made any Claim or statement in any form that a Person other than GPC, or any Person to whom GPC sells or transfers the same, owns or possesses any right, title, or interest in or to any of the Environmental Attributes or Electrical Products;

**(vi)** Except as permitted under Section 9.1.2 (*Exclusive Rights to Environmental Attributes*), neither Seller nor any of its Affiliates nor any of Seller's Representatives has made any Claim or statement in any form that the Energy was generated from any sustainable, perpetual, renewable, or other particular type of fuel, including: (i) in any marketing or advertising materials, press release, or public statement; (ii) any product content label, or other disclosure regarding fuel mix; (iii) any report under any emissions trading program, public or private; or (iv) any report or disclosure for purposes of complying with an applicable law to meet any renewable portfolio standard, renewable energy standard, or carbon reduction initiative (whether voluntary or involuntary);

**(vii)** No Environmental Attributes provided to GPC under this PPA violate any applicable rule or requirement of any certification authority (whether with respect to voluntary or involuntary certification) pertaining to double counting. Nothing in Section 11.1.11 (*Representations, Warranties, and Covenants Throughout the Term*) will be interpreted or construed as relieving or diminishing any obligation of Seller to provide Environmental Attributes that are in conformance with the requirements of Section 9.1 (*Provision of Environmental Attributes*);

**(viii)** There are no bankruptcy proceedings pending or being contemplated by Seller or, to its knowledge, threatened against it;

**(ix)** The Facility's maximum output must at all times remain at or below the Interconnection Limit;

**(x)** 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;

**(xi)** Seller will remain in compliance with the requirements of Section 13.1 (*Compliance*) through Section 13.4 (*Notices of Violations and Potential Violations*);

**(xii)** Seller will not make any change materially altering the preliminary Site plan of the Facility after the Effective Date in such a manner that is reasonably likely to result in a significant environmental/cultural resource impact; and

**(xiii)** Seller will not represent itself, or permit others to represent it, as being a public utility within the state of Georgia.

**11.2 GPC Representations, Warranties and Covenants.** GPC makes the following representations, warranties, or covenants as the basis for the benefits and obligations contained in this PPA:

**11.2.1. Organization; Legal Power and Authority** GPC is a corporation, duly organized and validly existing under the laws of the state of Georgia and has the legal power and authority to: (i) carry on its

business as now being conducted; (ii) enter into this PPA; (iii) carry out the transactions contemplated by this PPA; and (iv) perform and carry out all covenants and obligations on its part to be performed under or in accordance with this PPA;

**11.2.2. Authorization.** The execution, delivery, and performance by GPC of this PPA have been duly authorized by all necessary corporate action, and do not and will not require any consent or approval of any Person other than that which has been obtained;

**11.2.3. No Conflict or Breach.** The execution and delivery of this PPA, the consummation of the transactions contemplated by this PPA, and the fulfillment of and compliance with the provisions of this PPA, do not and will not conflict with or constitute a breach of or a default under, any of the terms, conditions, or provisions of any applicable law, charter, bylaw, or other formation or organizational document of GPC, or any agreement, deed of trust, mortgage, loan agreement, other evidence of Indebtedness, or any other agreement or instrument to which GPC is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing;

**11.2.4. Enforceability.** This PPA is the legal, valid, and binding obligation of GPC, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, or similar law relating to or affecting the enforcement of creditors' rights;

**11.2.5. No Proceedings**. There is no pending, or to the knowledge of GPC, threatened action or proceeding affecting GPC before any Governmental Authority that purports to affect the legality, validity, or enforceability of this PPA as in effect on the Effective Date;

**11.2.6. Bankruptcy**. There are no bankruptcy proceedings pending or being contemplated by GPC or, to its knowledge, threatened against it;

**11.2.7. Payment of Charges and Taxes.** GPC, at all times during the Term, will pay or cause to be paid, all charges, taxes, assessments, and fees with respect to: (i) Energy received by GPC arising after the time such Energy is delivered by Seller to the Point of Delivery; and (ii) Environmental Attributes or Electrical Products received by GPC arising after the time such Environmental Attributes or Electrical Products are transferred to GPC. Such charges, taxes, assessments, and fees will include sales, use, excise, or other similar taxes on the sale to GPC and purchase from Seller of Renewable Energy; and

**11.2.8. Governmental Approvals.** Except as described in Section 1.1 (*Mutual Conditions*), no Consent of or with any Governmental Authority is required in connection with the execution, delivery, and performance by GPC of this PPA.

**11.3 Survival of Representations, Warranties and Covenants.** All representations, warranties, and covenants made by Seller or by GPC in or under this PPA will survive the execution and delivery of this PPA and any action taken under this PPA.

**PART 12. EVENTS OF DEFAULT; REMEDIES**

**12.1 Default by Seller.** Any one or more of the following events will constitute an Event of Default by Seller and will give GPC the right to exercise the remedies specified in Section 12.3 (*Remedies for Events of Default*):

**12.1.1. Unauthorized Sale of Energy**. Seller sells any Energy, Environmental Attributes, or Electrical Products from the Facility to a third party during the Term;

**12.1.2. Failure to Comply with Environmental Products or Electrical Products Obligations**. Seller fails to provide GPC with Environmental Attributes or Electrical Products as required by and in accordance with this PPA, and Seller fails, within 30 Days after a written demand by GPC, to either: (a) cure such failure and submit to GPC a remedial plan setting forth measures to prevent a recurrence, which plan is subject to GPC's approval; or (b) diligently implement such approved plan;

**12.1.3. Failure to Comply with Performance Security Requirements**. Either: (i) Seller fails to comply or cause compliance with ~~either: (a) the Upgrade Security requirements of Section 2.4 (*Grid Cost Improvements*); or (b)~~ the Performance Security requirements of Section 5.1 (*Performance Security*); or (ii) Seller Guarantor breaches any of its obligations under the Seller Guaranty, or if any representation or warranty made by Seller Guarantor in the Seller Guaranty proves to be incorrect in any material respect when made, unless any of the foregoing is cured within three Business Days following receipt of a written notice from GPC;

**12.1.4. Failure to Achieve Commercial Operation by RCOD**. Subject to the terms and conditions of Sections 2.5 (*Failure to Achieve RCOD*) and 16.6 (*Suspension of Performance*), Seller fails to achieve Commercial Operation on or before the RCOD;

**12.1.5. Failure to Provide Minimum Energy Contract Amount**. Seller fails to provide GPC with the Minimum Energy Contract Amount for two consecutive Annual Periods; except that any 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 12.1.5 (*Failure to Provide Minimum Energy Contract Amount*);

**12.1.6. Seller's Failure to Pay Undisputed Amounts**. Seller fails to pay GPC any undisputed amount payable by Seller to GPC under this PPA for 20 Business Days after the undisputed amount became due and payable and Seller fails to cure such failure to pay within 20 Business Days after receipt of written demand therefor from GPC;

**12.1.7. Involuntary Bankruptcy, Insolvency, or Reorganization**. A court having jurisdiction enters a decree or order: (i) for relief in respect of Seller or Seller Guarantor in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization, or other similar law; or (ii) that was sought by any Person other than Seller or Seller Guarantor, adjudicating Seller or Seller Guarantor bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment, or composition of or in respect of Seller or Seller Guarantor under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of Seller or Seller Guarantor or of any substantial portion of its assets, and such decree or order remains undismissed or unstayed for a period of 45 Days;

**12.1.8. Voluntary Bankruptcy, Insolvency, or Reorganization**. Seller or Seller Guarantor: (i) commences a voluntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization, or other similar law or any other case or proceeding to be adjudicated a bankrupt or insolvent; (ii) consents to the entry of a decree or order for relief in respect of Seller or Seller Guarantor in any involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization, or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it; (iii) files any petition, answer, or consent seeking reorganization or relief under any applicable federal or state law, which, if granted would have the effect of relieving Seller or Seller Guarantor of any of its obligations; (iv) consents to the filing of any petition for, or to the appointment of or the taking of possession by, a custodian, receiver, liquidator, assignee, trustee, sequestrator, or similar official for Seller or Seller Guarantor or for any substantial portion of its assets; (v) makes an assignment for the benefit of creditors; (vi) admits in writing its inability to generally pay its debts as they become due; or (vii) takes any action in furtherance of any of the foregoing;

**12.1.9. Failure to Comply with PPA Assignment and Change of Control Requirements**. Seller breaches any of the requirements of Sections 18.1.1 (*Assignment by Seller*), 18.1.2 (*Release*), or 18.1.4 (*Transfer; Change of Control*);

**12.1.10. Abandonment**. Seller abandons the: (i) development or construction of the Facility prior to the Commercial Operation Date; or (ii) reconstruction of the Facility following an FME, where for purposes of this Section, the term "abandons" means Seller has substantially and voluntarily reduced its personnel at the Site or stopped performance of all or substantially all of the applicable activity for a period of 15 consecutive Days, in each case for any reason that is not otherwise excused under this PPA;

**12.1.11. Adjusting Meter or Interconnection Facilities without GPC's Consent**. Seller, or any of its Representatives, willfully adjusts the Metering System or the Interconnection Facilities without GPC's written consent and the adjustment has the effect of falsely increasing the amounts owed by GPC under this PPA;

**12.1.12. Failure to Meet AGC Performance Requirements**. The Facility fails to achieve either the AGC Status Performance Requirement or the AGC Setpoint Response Performance Requirement, and Seller fails to comply with the applicable cure requirements in Section 4.13 (*AGC Performance Requirements*);

**12.1.13. Failure to Diligently Implement Recovery Plan**. Seller fails to diligently implement: (i) a recovery plan issued under Section 2.3.4 (*Milestone Schedule*); or (ii) an FME Remedy Plan under Section 16.7.1 (*Notice and Force Majeure Remedy Plan*); or (iii) an NOV Remedy Plan under Section 13.4.2 (*NOV Remedy Plan*);

**12.1.14. Failure to Maintain Insurance Policies**. Seller fails to maintain any insurance policy required under Part 15 (*Insurance*), unless such failure is cured within 30 Days after a receipt of a written demand by GPC for cure;

**12.1.15. Incorrect Representation, Warranty, or Covenant**. Any representation, warranty, or covenant made by Seller in this PPA or in any certificate delivered to GPC in accordance with this PPA proves to be incorrect in any material respect when made, unless Seller promptly commences and diligently pursues action to cause such representation, warranty, or covenant to become true in all material respects and does so within 30 Days after notice has been given to Seller by GPC (unless such cure is not capable of being effected within such 30 Day period, in which case Seller has an additional 30 Day period in which to perform such cure) and such cure removes any material adverse effect on GPC as a result of such representation, warranty, or covenant having been incorrect. However, no Event of Default by Seller: (a) with respect to Section 11.1.8 (*VIE Certification*) will occur under this Section 12.1.15 (*Incorrect Representation, Warranty, or Covenant*) if Seller cooperates with GPC during the cure period and Seller takes commercially reasonable actions (without causing a material adverse effect on GPC) necessary to bring about a determination by GPC and its independent auditor that Seller does not constitute a VIE in GPC's or any of its Affiliates' financial statements for which GPC is the Primary Beneficiary as a result of this PPA; or (b) with respect to Section 11.1.9 (*Environmental Compliance Certification*) will occur under this Section 12.1.15 if GPC determines in its sole discretion, that any such incorrect representation, warranty, or covenant is not material, Seller cooperates with GPC during the cure period, and Seller takes commercially reasonable actions (without causing a material adverse effect on GPC) necessary to correct the immaterial representation, warranty, or covenant to GPC's satisfaction. Despite the previous subpart (a), if GPC becomes a Primary Beneficiary by no fault of Seller and a cure cannot be effected within the cure period, it will not be an Event of Default, but GPC may terminate this PPA and Seller will not have any further liability to GPC pursuant to this PPA; or

**12.1.16. Failure to Comply with Other Material PPA Terms**. Seller fails to perform or comply with any other material term or condition of this PPA, other than those listed in Sections 12.1.1 (*Unauthorized Sale of Energy*) through 12.1.15 (*Incorrect Representation, Warranty, or Covenant*), unless such failure is cured within 30 Days after a receipt of a written demand by GPC for cure. However, if Seller demonstrates to GPC's reasonable satisfaction that the failure is not capable of cure within 30 Days, and Seller begins to cure the failure within the relevant cure period and afterwards continues diligent efforts to remedy the failure until the failure is fully cured, Seller will be afforded such additional period of time as is reasonably required to effect the cure, as demonstrated to GPC's satisfaction.

**12.2 Default by GPC.** Any one or more of the following events will constitute an Event of Default by GPC and will give Seller the right to exercise the remedies specified in Section 12.3 (*Remedies for Events of Default*):

**12.2.1. GPC Payment Default**. GPC fails to pay Seller any undisputed amount payable by GPC to Seller under this PPA for 20 Business Days after the undisputed amount became due and payable and GPC fails to cure such failure to pay within 20 Business Days after receipt of written demand therefor from Seller;

**12.2.2. Involuntary Bankruptcy, Insolvency, or Reorganization**. A court having jurisdiction enters a decree or order: (i) for relief in respect of GPC in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization, or other similar law; or (ii) adjudicating GPC bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment, or composition of or in respect of GPC under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of GPC or of any substantial portion of its assets;

**12.2.3. Voluntary Bankruptcy, Insolvency, or Reorganization**. GPC: (i) commences a voluntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization, or other similar law or any other case or proceeding to be adjudicated a bankrupt or insolvent; (ii) consents to the entry of a decree or order for relief in respect of GPC in any involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization, or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it; (iii) files any petition, answer, or consent seeking reorganization or relief under any applicable federal or state law, which, if granted would have the effect of relieving GPC of any of its obligations; (iv) consents to the filing of any petition for, or to the appointment of or the taking of possession by, a custodian, receiver, liquidator, assignee, trustee, sequestrator, or similar official of GPC or for any substantial portion of its assets; (v) makes an assignment for the benefit of

creditors; (vi) admits in writing its inability to generally pay its debts as they become due; or (vii) takes any action in furtherance of any of the foregoing;

**12.2.4. Failure to Comply with PPA Assignment Requirements**. GPC breaches any of the requirements of Section 18.1.3 (*Assignment by GPC*);

**12.2.5. Incorrect Representation, Warranty, or Covenant**. Any representation, warranty, or covenant made by GPC in this PPA or in any certificate delivered to Seller in accordance with this PPA proves to be incorrect in any material respect when made, unless GPC promptly commences and diligently pursues action to cause such representation, warranty, or covenant to become true in all material respects and does so within 30 Days after notice thereof has been given to GPC by Seller (unless such cure is not capable of being effected within the 30 Day period, in which case GPC has an additional 30 Day period in which to perform such cure) and such cure removes any material adverse effect on Seller of such representation, warranty, or covenant having been incorrect; or

**12.2.6. Failure to Comply with Other Material PPA Terms**. GPC fails to perform or comply with any other material term or condition of this PPA, other than those listed in Sections 12.2.1 (*GPC Payment Default*) through 12.2.5 (*Incorrect Representation, Warranty, or Covenant*), unless such failure is cured within 30 Days after receipt of a written demand by Seller for cure.

**12.3 Remedies for Events of Default.**

**12.3.1. Termination for Default**. If an Event of Default has occurred and is continuing, the non-defaulting Party (the "**Non-Defaulting Party**") will be entitled to terminate this PPA by giving written notice to the defaulting Party (the "**Defaulting Party**") setting a termination date ("**Early Termination Date**"). Upon termination, the Non-Defaulting Party will be entitled to recover all amounts then owed by the Defaulting Party under this PPA (including, if applicable, any liquidated delay damages incurred under Section 2.5.1 (*Liquidated Delay Damages*)) and to collect liquidated damages in an amount equal to the amount set forth in the table below corresponding to the time of termination ("**Termination Payment**"). ~~In addition, in the case of an Event of Default by Seller before COD, GPC may also retain any Upgrade Security under Section 2.4 (*Grid Cost Improvements*).~~

| **Termination Payment Amounts** | |
|---|---|
| **Applicable Dates** | **Amount** |
| Effective Date to COD | [*Insert amount equal to 2.5% x Total Projected Revenue for the Term*] |
| From COD through the remainder of Term | [*Insert amount equal to 5% x Total Projected Revenue for the Term*] |

**12.3.2. Damages for Default**. If the Event of Default is due to Seller's failure to provide Environmental Attributes or Electrical Products in accordance with the requirements of this PPA or if the Event of Default occurs as a result of any representation, warranty, or covenant set forth in Section 11.1.11 (*Representations, Warranties, and Covenants Throughout the Term*) being untrue or not satisfied, then GPC, with or without terminating this PPA and in addition to any other remedies available to GPC under this PPA, may pursue an action for damages equal to the costs and expenses associated with procuring Environmental Attributes or Electrical Products to replace those not so provided or for which such representation, warranty, or covenant is untrue or not satisfied. Alternatively, GPC, in GPC's discretion, may offset any payment owed to Seller against such damages.

**12.4 Limitation of Remedies, Liability and Damages. The Parties confirm that the express remedies and measures of damages provided in this PPA satisfy the essential purpose of this PPA for breach of any provision for which an express remedy or measure of damage is provided, and in such event such express remedy or measure of damages will be the exclusive remedy, subject to the provisions of Section 17.10 (*Injunctive Relief*) respecting injunctive relief. Except to the extent as expressly provided in Section 12.1.4 (*Failure to Achieve Commercial Operation by RCOD*), where an express remedy or measure of damages is provided, the Party's liability will be limited as set forth in such provision and all other remedies or**

**damages at law or in equity are waived. However, if no remedy or measure of damages is expressly provided in this PPA, and subject to 17.10 (*Injunctive Relief*), a Party's liability will be limited to direct, actual damages. Such direct, actual damages will be the exclusive remedy, subject to all other remedies or damages as may be available at law or in equity. The Parties explicitly agree and intend that the provisions of Section 2.5.1 (*Liquidated Delay Damages*) and Exhibit J (*Performance Metrics and Performance Requirements*) will be fully enforceable by any court exercising jurisdiction over any Dispute between the Parties arising under this PPA. Each Party hereby irrevocably waives any defenses available to it under applicable law or equity relating to the enforceability of the liquidated damages provisions set forth in Section 2.5.1 (*Liquidated Delay Damages*) and Exhibit J (*Performance Metrics and Performance Requirements*).**

**12.5 Waiver of Consequential Damages. Unless expressly provided in this PPA, and except for the payment of liquidated damages to the extent specified in this PPA, neither Party nor its Affiliates nor any Person claiming through either Party will be liable to the other Party for: (i) consequential, incidental, special, punitive, exemplary, treble, or indirect damages (including lost profits; loss of use, income tax benefit, data, business opportunity, or anticipated savings; idled equipment costs; or increased overhead, financing, or operating costs); or (ii) other business interruption damages arising out of this PPA, any damage or delay in connection with this PPA, a Party's act or failure to act, or a Party's performance or non-performance under this PPA, whether or not reasonable, foreseeable, contemplated, or avoidable and whether by statute, in tort or contract, or otherwise. However, the foregoing limitation will not apply in the case of amounts owed to a third party for which this PPA requires indemnification or to limit the liability of a Party whose actions giving rise to such liability constitute gross negligence or willful misconduct, nor will such limitation limit or reduce the amounts owed by a defaulting Party under Section 12.3 (*Remedies for Default*)), it being expressly agreed by the Parties that no portion of any amount owed under Section 12.3 of the Termination Payment will be considered as constituting consequential, special, incidental, punitive, exemplary, or indirect damages, lost profits or other business interruption damages and it being expressly agreed that the lost value of any ITC, PTC, or any other similar Tax credit or benefit will not be considered consequential damages for purposes of this Section 12.5 (*Waiver of Consequential Damages*). If the damages required to be paid under this PPA are liquidated, the Parties acknowledge that: (a) the actual damages likely to be incurred are difficult or impossible to determine; (b) otherwise obtaining an adequate remedy is inconvenient; and (c) the liquidated damage does not constitute a penalty and is a reasonable approximation of the actual harm or loss. The limitation in Section 12.4 (*Limitation of Remedies, Liability, and Damages*) and this Section 12.5 applies regardless of fault and will survive PPA termination, cancellation, suspension, completion, or expiration.**

**12.6 Disclaimer of Warranties. There are no warranties under this PPA except to the extent specifically set forth in the text of this PPA. The Parties specifically disclaim and exclude all implied warranties, including the implied warranties of merchantability and of fitness for a particular purpose.**

**12.7 Duty to Mitigate.** Notwithstanding any other provision of this PPA, each Party has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance.

**12.8 No Interruption.** Except as otherwise provided in this PPA, unless and until this PPA has been terminated, neither Party, as a result of any breach or alleged breach by the other Party, will refuse to deliver, or suspend or delay any delivery of, Renewable Energy to be provided under this PPA; refuse to take Renewable Energy to the extent required under this PPA; or suspend, delay, or refuse to make, any of the payments required under this PPA.

**12.9 Limitation of Duty to Buy.** If this PPA is terminated by GPC due to an Event of Default by Seller, neither Seller nor any Affiliate or successor of Seller, nor any successor owner or operator of the Facility, will require or seek to require GPC to purchase any output (Renewable Energy or otherwise) from the Facility under any applicable law (including PURPA) or otherwise at a price higher than the Contract Energy Price for any period that would have been covered by the Term of this PPA had this PPA remained in effect. Seller, on behalf of itself and on behalf of any other Person on whose behalf it may act, and on behalf of any successor to Seller or successor owner or operator of the Facility, agrees to the terms and conditions in the previous sentence, and waives any right it may have to dispute this provision. Any breach of this Section 12.9 (*Limitation of Duty to Buy*) by Seller or any Affiliate or successor of Seller, or any successor owner or operator of the Facility will make Seller the indemnitor of GPC and its Affiliates against any liabilities incurred by any of them arising out of any such breach.

## PART 13. COMPLIANCE WITH LAWS

**13.1 Compliance.** Throughout the Term, Seller will comply with all applicable laws, including Environmental Laws (including all Permits and any applicable law pertaining to environmental emissions) with respect to the design, construction, ownership, operation, maintenance, and decommissioning (if applicable) of the Facility, including all required Consents. Seller's compliance with Environmental Laws includes: (i) the performance of all studies required or recommended under Environmental Law to assess the impacts of the Facility on the environment, wildlife, or cultural resources; and (ii) the mitigation of environmental impacts, including all requirements to seek, obtain, maintain, comply with, and, as necessary, renew or modify from time to time, all applicable certificates, licenses, Permits, Governmental Authority approvals, environmental certificates, and environmental impact analyses, including any mitigation measures to reduce or avoid impacts to environmental, wildlife, or cultural resources, including any species conservation strategy or conservation agreement and any cultural resources treatment plan. Subject to Section 13.7 (*Tariff Changes; IRA Changes*), if applicable, Seller will be responsible for all costs, expenses, charges, and fees in connection with all compliance required in this Section 13.1 (*Compliance*).

**13.2 Compliance with Required BMPs and Recommended Best Practices.** On a regular basis throughout the Term, or as otherwise may be required by any Governmental Authority, Seller must review and maintain, and comply with all Required BMPs in connection with the design, construction, ownership, operation, maintenance, and decommissioning (if applicable) of the Facility. If Seller: (i) is notified of its failure to comply with; (ii) fails to comply with; or (iii) otherwise becomes aware that it is not in compliance with, any Required BMPs, Seller will take steps to regain compliance in accordance with any requirements of any applicable Governmental Authority or otherwise as promptly as commercially practicable. Seller will review all updates to, and any new, Required BMPs on a regular basis during the Term and will take steps as may be required to comply with any new or updated Required BMPs in accordance with this Section 13.2 (*Compliance with Required BMPs and Recommended Best Practices*). In addition, on a regular basis throughout the Term, Seller must review all Recommended Best Practices in connection with the design, construction, ownership, operation, maintenance, and decommissioning (if applicable) of the Facility. Seller will at all times act in good faith and use all commercially reasonable efforts to maintain and comply with all Recommended Best Practices. Seller will review all updates to, and any new, Recommended Best Practices on a regular basis during the Term and will take steps to comply with the same in accordance with this Section 13.2. If, while acting in good faith and using all commercially reasonable efforts Seller cannot comply with any Recommended Best Practices during the Term, Seller will notify GPC of this inability and the reasons it is not able to comply, and the Parties will meet to discuss steps that Seller may take to achieve compliance, or partial compliance to GPC's reasonably satisfaction.

**13.3 Wildlife.** If any species survey or study indicates that a direct or indirect taking of wildlife listed as threatened, endangered, or other special status under Environmental Laws, or any impacts to habitat of such wildlife, will occur as a result of development or construction activities (including due to grading, ground disturbance, tree clearing, or nest removal) or during operation of the Facility, Seller will consult with the relevant Governmental Authority to determine whether incidental take authorization or a species habitat conservation or management plan is required under Environmental Laws for the Facility or the Site. If required by any Permit, Seller will develop and share with GPC a plan for addressing such impacts. During development and construction of the Facility, any wildlife protected by Environmental Laws discovered on the Site must be reported by Seller in accordance with any applicable conservation or management plans.

**13.4 Notices of Violations and Potential Violations; NOV Remediation Plan.**

**13.4.1. Notices of Violations**. Within seven Days after receipt, Seller will provide GPC with copies of any written notification from any Governmental Authority alleging that Seller is in violation of any law, including any Environmental Law applicable to the Facility or the Site with respect to the design, construction, ownership, operation, maintenance, or decommissioning of the Facility (an "**NOV**").

**13.4.2. NOV Remedy Plan**. Upon request by GPC, Seller will prepare and submit to GPC an "**NOV Remedy Plan**" setting forth Seller's plan and schedule for mitigation and other remedial measures to cure such NOV as soon as reasonably practicable and in accordance with any requirements of any applicable Governmental Authority. Seller will diligently pursue the performance of such NOV Remedy Plan to completion.

**13.4.3. Monthly Status Reports and Updates to NOV Remedy Plan**. While an NOV Remedy Plan is in effect, Seller must provide Monthly status reports to GPC, notifying GPC of the implementation of the NOV Remedy Plan, including the steps taken to remedy the NOV, any change to the NOV Remedy Plan, any impact on Seller's performance of its obligations under this PPA, as well as any additional relevant

information as may be reasonably requested by GPC. Seller must modify the NOV Remedy Plan if and as required in order to comply with any requirement of any applicable law or Governmental Authority.

**13.5 Approvals.** In addition to Section 1.1.1 (*Filing Application with Commission*), Seller and GPC each agree to use diligent efforts to apply for promptly and to pursue any required acceptance or approval from Governmental Authorities for the consummation of the transactions contemplated by this PPA or for the giving of effect to the expiration of this PPA or any termination of this PPA. This provision is not intended to subject this PPA to the jurisdiction of any Governmental Authority that does not have such jurisdiction over this PPA as of the Effective Date.

**13.6 Change of Law.** If, after the Effective Date, a Change of Law occurs that causes a Party to incur additional costs in carrying out its obligations under this PPA, such Party agrees to pay all costs associated with such Change of Law and acknowledges that the Monthly Renewable Energy Payments made by GPC to Seller under this PPA will not be altered as a result of such Change of Law. If, after the Effective Date, a Change of Law occurs that causes a Party to incur a reduction in costs that are projected to decrease such Party's costs in carrying out its obligations under this PPA, such realized savings will be retained by such Party and the Monthly Renewable Energy Payments made by GPC to Seller under this PPA will not be altered as a result of such Change of Law.

**13.7 Tariff Changes; IRA Changes.** In case of a Tariff Change or an IRA Change, Exhibit P (Tariff Changes; IRA Changes) will apply.

**PART 14. RISK AND CLAIMS**

**14.1 Liability for Facility.** As between the Parties, Seller retains all liability and risk regarding the Facility and the Site. GPC: (i) assumes no duty, responsibility, obligation, or liability regarding Facility or Site condition or operation; (ii) is not liable for injury or damage associated with the Site or the Facility (including its operation, maintenance, repair, or replacement); and (iii) is not responsible for transmission, distribution, or control of electric energy within the Site or at the Facility.

**14.2 No Liability. Neither Party is responsible for the other Party's equipment, including its condition or operation. Neither Party is responsible for the distribution or control of electric energy on the other Party's side of the Point of Delivery. GPC is not responsible for physical damage to, or destruction of, Seller's property, nor will Seller seek recovery from GPC for property damage (including loss of use or electric service outage), except in the case of sole negligence or intentional wrongdoing by GPC. Without limiting the generality of the previous sentence, neither Party is liable to the other for damage arising from the simple failure (i.e., failure not caused by breach of contract, negligence, or intentional wrongful act) of a protective device or scheme.**

**14.3 Indemnity. To the fullest extent allowed by applicable law, Seller must indemnify, release, hold harmless, and, at GPC's request, defend GPC and any GPC-Related Party from or against a Claim caused by, arising out of, or related to an act or omission associated with the Facility or this PPA by a Seller Entity, including for the avoidance of doubt, any Cyber Security Incident. If the Claim arose out of the joint, concurrent, or contributory acts of both Parties, Seller's liability under this Section 14.3 (*Indemnity*) is proportional to the extent the Claim was attributable to a Seller Entity, unless the Claim is for personal or bodily injury (including death) to Seller Entity personnel or for damage to Seller Entity or Facility property, in which case Seller is fully responsible to GPC-Related Parties under this Section 14.3. If the Claim resulted from the sole negligence of a GPC-Related Party, Seller will not be liable under this Section 14.3. Seller's indemnity obligations are independent of its insurance obligations. The indemnity obligation expressly includes any Claim from any GPC customer or any third party arising from Seller's operation of the Facility.**

**14.4 Survival.** For the avoidance of doubt, notwithstanding the expiration or termination of this PPA, Seller's indemnification obligations under this Part 14 (*Risk and Claims*) will survive and continue in full force and effect after such expiration or termination, by default or otherwise, regardless of whether such obligations accrue before or after such expiration or termination.

## PART 15. INSURANCE

**15.1 Insurance Required of Seller.** Throughout the Term, Seller must acquire and maintain in effect without interruption, at its sole cost and expense, the types and amounts of insurance coverage as are consistent with Prudent Industry Practices, but in no event less than the types and amounts described in this Part 15 (*Insurance*). All insurance must be with insurers: (i) holding an AM Best rating of at least A- VII or equivalent; (ii) whose financial condition and policy forms are acceptable to GPC; and (iii) authorized to transact insurance in the state where the Facility is located.

**15.2 Proof of Insurance.** Before the Effective Date and annually after the Effective Date, Seller must provide to GPC a certificate of insurance (on ACORD forms) certifying Seller's coverage under insurance policy(ies) issued by insurance company(ies) holding an AM Best rating of at least A- VII and authorized to do business in the state where the Facility is located. Receipt or acceptance by GPC, with or without objection, of a certificate of insurance that does not comply with this Part 15 (*Insurance*) does not operate as a waiver by GPC of Seller's obligations under the requirements of this Part 15.

**15.3 General Terms.** Upon the commencement of operation of the Facility, the required insurance coverage must contain a broad form contractual endorsement specifically covering liabilities arising out of or caused by the operation of the Facility or by Seller's failure to maintain the Facility in satisfactory and safe operating condition. Seller's insurance must be primary for any activity arising out of this PPA. Insurance or self-insurance maintained by GPC or other additional insureds is in excess of Seller's insurance, contingent, and non-contributory. To the extent allowed by applicable law, GPC and its Affiliates and their Representatives, as well as each other Person so identified in this PPA, must be additional insureds under the commercial general liability policy, auto liability policy and, if applicable, excess/umbrella policy. To the extent allowed by applicable law, Seller waives, and must require its insurers to waive, a right of subrogation against GPC and its Affiliates and their Representatives for the commercial general liability policy, auto liability policy, umbrella policy, if applicable, and the workers' compensation policy.

**15.4 Required Insurance.** Seller must acquire and maintain throughout the Term, the following types of insurance:

**15.4.1. General Liability Insurance**. Commercial General Liability insurance providing the following coverage, which can be exceeded by Seller and may be met through any combination of primary insurance and following form excess or umbrella insurance, so long as the combined limits meet requirements of this PPA:

**(i)** Commercial general liability insurance in an "occurrence" form with bodily injury and property damage combined liability limits of not less than $1,000,000 per occurrence and in the aggregate. However, (i) Seller may use any combination of primary or excess policies to satisfy the overall limit requirements; and (ii) if Seller uses a "claims-made" policy, it must maintain continuous coverage in effect for at least five years beyond termination of this PPA, through continuous renewal of the original policy or by purchasing extended discovery period or retroactive insurance dated back to the Effective Date of this PPA.

**(ii)** Specific coverage for broad form contractual liability and a separation of insureds provision.

**15.4.2. Workers' Compensation**. Workers' compensation insurance in accordance with statutory requirements, including employer's liability insurance, with limits not less than $1,000,000 per occurrence and endorsement providing insurance for obligations under the U.S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act, where applicable.

**15.4.3. Auto Liability**. Automobile liability insurance including owned, non-owned and hired automobiles with combined bodily injury and property damage limits of at least $2,000,000.

**15.4.4. Pollution Liability**. Pollution Liability insurance covering bodily injury, property damage, including clean-up costs and defense costs resulting from sudden, accidental and gradual pollution conditions, including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hydrocarbons, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water will be maintained, with limits not less than $1,000,000.00 per occurrence or claim. However, if Seller uses a "claims-made" policy, the policy must maintain continuous coverage in effect for at least five years beyond termination of this PPA through continuous renewal of the original policy or by purchasing extended discovery period retroactive insurance dated back to the Effective Date of this PPA.

**15.4.5. All Risk Property**. All-Risk Property insurance for the full replacement cost of the Facility. A deductible may be carried, which will be the sole responsibility of Seller.

**15.4.6. Umbrella/Excess**. Umbrella/Excess Liability Insurance on an occurrence basis in excess of the underlying insurance identified in this Section 15.4 (*Required Insurance*), and which is at least as broad as each and every one of the underlying policies. The umbrella/excess liability policy must be written on a "drop-down-following form" basis. The amounts of insurance required may be satisfied by Seller purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than $20,000,000 any one occurrence and annually reinstating General Aggregate.

**15.5 Notice of Change or Cancellation.** The required insurance policies will be endorsed with a provision requiring the insurance company to notify GPC at least 30 Days before the effective date of any cancellation, with the exception of a 10 Days' notice for nonpayment of premium. If notice of cancellation is only commercially available to Seller's attention, then Seller will forward such 30 Day (or, for non-payment of premium, 10 Day) advance notice to GPC immediately upon receipt. Furthermore, Seller agrees to notify GPC at least 30 Days before the effective date of any known material change in a required policy.

**15.6 Payment of Premiums.** Seller will pay all premiums and other charges due on each insurance policy and will keep all coverage in force throughout the Term of this PPA. Should Seller fail to pay any such premiums, GPC may (but will be under no obligation to), in its sole discretion, elect to pay such premiums on Seller's behalf and withhold any amounts so paid from any amounts due to Seller under this PPA.

**15.7 No Waiver of Liability.** The provisions requiring Seller to acquire and maintain insurance under this PPA will not be construed as a waiver, restriction, or limitation of any liability imposed on Seller under this PPA, whether or not the same is covered by insurance. It is the intent of the Parties, however, that to the extent there is insurance coverage available to cover the legal or contractually assumed liability of Seller, any payment due as a result of such liability will be made first from the proceeds of such policies.

## PART 16. FORCE MAJEURE

**16.1 Definition of Force Majeure Event.** For purposes of this PPA, an "**FME**" as to a Party means any occurrence, nonoccurrence, or set of circumstances that occurs after the Effective Date and that prevents the Party, in whole or in part, from performing any of its obligations or satisfying any condition under this PPA and that is beyond the reasonable control of such Party or its Representatives, is not reasonably foreseeable and is not caused by such Party's or its Representatives' negligence, inaction, lack of due diligence, breach of this PPA, or failure to follow Prudent Industry Practices.

**16.2 Force Majeure Exclusions.** The term FME will not include: (i) the inability to meet applicable law or a change in applicable law; (ii) a site-specific strike, walkout, lockout, or other labor dispute at the Facility; (iii) any inability to obtain or maintain, or delay in obtaining, any permit, approval, or other Consent required from a Governmental Authority, unless failure is caused by an event that would otherwise constitute an FME; (iv) equipment failure or equipment damage in the case of the Facility or any failure of Seller's contractors, suppliers, or vendors, unless such failure or damage results directly from an event that would otherwise constitute an FME; (v) change in market conditions that affects the cost or availability of equipment, materials, supplies, or services, unless such cost or availability change results directly from an event that would otherwise constitute an FME; (vi) failure of a Party's contractors, suppliers, or vendors, unless such failure is caused by an event that would otherwise constitute an FME; (vii) unavailability, variability, or lack of adequate solar insolation unless the unavailability, variability, or lack of adequate solar insolation results directly from an event that would otherwise constitute an FME; (viii) Seller's inability to arrange or maintain transmission/distribution service for deliveries to the Point of Delivery, unless such inability to arrange or maintain transmission/distribution service is caused by an event that would otherwise constitute an FME; (ix) climatic temperature or humidity conditions; (x) failure or inability to obtain or retain sufficient funds for any reason, including funds from a Governmental Authority; (xi) Seller's loss of or inability to obtain or retain investment tax credits, production tax credits, or similar tax credits or incentives with respect to any portion of the Facility; (xii) the interruption, curtailment, or unavailability of service for the transmission of energy from the Facility for any reason; (xiii) any directive from the Interconnection Provider to curtail deliveries of Energy from the Facility or disconnect the Facility from the Electric System; (xiv) in the case of wind turbines, excess wind that causes shutdown of any of the wind turbine generating units of the Facility but that does not materially damage the Facility; (xv) any event, including a change in applicable law or accounting standard, that requires GPC to consolidate Seller or any of its Affiliates or permitted assigns as a VIE in GPC's financial statements; or (xvi) effects of the Ukraine Crisis existing on or that could reasonably be expected as of the Effective Date.

**16.3 No Breach or Liability.** If an FME occurs, subject to compliance with Section 16.4 (*Mitigation*), the affected Party will be excused from performance of its PPA obligations, other than payment obligations that accrued before the declaration of the FME, and will not be construed to be in default in respect of such obligations to the extent that, and for so long as, failure to perform is due to an FME.

**16.4 Mitigation.** Following the occurrence of an FME, and as a condition to relief under Section 16.3 (*No Breach or Liability*), the affected Party must:

**(i)** give the other Party written notice as promptly as possible, but in no event later than 20 Business Days, after the occurrence of the FME. Such notice must describe the particulars of such FME (and if Seller is the affected Party, provide GPC with information reasonably required to determine the amount of any reduction of the generating capability of the Facility and the period of time of such reduction) and any action that it has taken to avoid or minimize the effects of the FME;

**(ii)** continue to perform its obligations under this PPA to the extent not affected by the FME;

**(iii)** use all reasonable efforts to mitigate and overcome its inability to perform as soon as reasonably practicable; but this Section 16.4 (*Mitigation*) will not require the affected Party to settle any non-Site-specific strike, walkout, lockout, or other general labor dispute on terms that in the sole judgment of the Party involved in the dispute, are contrary to its interests;

**(iv)** subject to Sections 16.5 (*Burden of Proof and Supporting Documentation*) and 16.7 (*Extended FME*), provide the other Party with regular periodic updates with respect to the continuing effects of the FME and the measures it is taking to mitigate and overcome such effects; and

**(v)** if applicable and requested by the other Party, when the affected Party is able to resume performance of its obligations under this PPA, it will provide the other Party with a written certification from an independent, registered professional engineer that the FME has been cured.

Despite the preceding sentences, if the affected Party fails to provide initial written notice within the 20 Business Day period or, following the affected Party's initial notice, the affected Party fails to provide reasonable reports and substantiation of the claimed FME as required by this Part 16 (*Force Majeure*), the event or condition will be deemed not to be an FME and the affected Party's performance will not be excused as a result of the FME.

**16.5 Burden of Proof and Supporting Documentation.** The burden of proof regarding whether an FME has occurred and the impact of the FME will be upon the affected Party. If the affected Party requests that its performance be excused because of an FME, then the affected Party must support its request with documentation demonstrating: (i) the existence of the FME; (ii) efforts by the affected Party to overcome or mitigate the effect of the FME; and (iii) following the conclusion of the FME, an analysis of the number of calendar days the FME delayed or otherwise prevented the performance of the affected Party's obligations or satisfaction of any condition of this PPA and, if the FME occurred after the COD, information reasonably required to determine the amount of Undelivered Force Majeure Energy. The affected Party must provide the required documentation by no later than five Business Days after the date the FME concludes.

**16.6 Suspension of Performance.** The suspension of performance due to an FME under Section 16.3 (*No Breach or Liability*) will be of no greater scope and of no longer duration than is required by an FME. No FME will extend this PPA beyond the stated Term.

**16.7 Extended FME.**

**16.7.1. Notice and Force Majeure Remedy Plan**. If the affected Party has reason to believe that an FME will result in an Extended FME, that Party must notify the other Party promptly and submit an "**FME Remedy Plan**" to the other Party within 30 Days after the affected Party's initial notice to the other Party. In addition, if the other Party has reason to believe that an FME will be an Extended FME, the other Party may request that the affected Party submit an FME Remedy Plan to it, which the affected Party will submit within 30 Days after the request. The FME Remedy Plan must set forth a plan and schedule for mitigation and other remedial measures (including a description of necessary repairs, improvements, changes to operations, or other actions to cure the effects of the FME and to enable the affected Party to perform its obligations and resume full performance of the suspended obligations under this PPA as soon as reasonably practicable. The affected Party will diligently pursue the performance of such FME Remedy Plan to completion.

**16.7.2. Monthly Status Reports and Updates to FME Remedy Plan**. While an FME Remedy Plan is in effect, the Party prevented from performing its obligations due to an Extended FME must provide Monthly status reports to the other Party, notifying the other Party of the implementation of the FME Remedy Plan, including the steps taken to remedy the Extended FME, any changes to the FME Remedy Plan, and the expected remaining duration of the Party's inability to perform its obligations, as well as any additional relevant information as may be reasonably requested by the other Party. The affected Party must modify the FME Remedy Plan if and as needed to achieve the objective of resuming full performance of the suspended obligations under this PPA as soon as reasonably practicable.

**16.7.3. Early Termination for Extended FME**. The Party not prevented from performing its obligations due to an Extended FME may at any time terminate this PPA effective upon 10 Days' prior written notice to the affected Party, if the affected Party does not or cannot implement the FME Remedy Plan or if the affected Party remains unable to perform its PPA obligations 12 Months following the initial suspension of performance due to the FME. The 12-Month period need not be continuous if, and only if, each period of suspension of performance comprising the 12-Month period is the result of a common cause such that, if the cause had been cured following the first suspension of performance, the additional suspensions of performance would not have occurred.

**16.7.4. Liability Following Termination**. Upon termination of this PPA as provided in this Section 16.7.4 (*Liability Following Termination*), the Parties will have no further liability or obligation to each other, except for any obligation arising before the date of such termination.

**16.8 Effect on Payments.** Undelivered Force Majeure Energy will be included in Deemed Delivered Energy, but will not be included in the calculations of Seasonal Energy True-up Quantity and Monthly Delivered Energy in Exhibit A (*Renewable Energy Payment Calculations*).

## PART 17. DISPUTE RESOLUTION

**17.1 Notice of Dispute; Dispute Resolution Process.** Either Party ("**Disputing Party**") has the right to give notice to the other Party ("**Responding Party**") that the Responding Party is not performing in accordance with the terms and conditions of this PPA. Such notice (the "**Notice of Dispute**") will describe with specificity the basis for the Disputing Party's belief and may propose a resolution of such dispute. Within 15 Business Days after receiving the Notice of Dispute, the Responding Party will provide the Disputing Party with a written response to the Notice of Dispute, which will describe with specificity the basis for the Responding Party's position and which may include additional issues (if any) with respect to the dispute raised by the Notice of Dispute and may propose a resolution of such dispute (the "**Dispute Response**"). For the avoidance of doubt, this Section 17.1 (*Notice of Dispute; Dispute Resolution Process*) will not apply to a Billing Dispute until the completion of the dispute resolution process for Billing Disputes set forth in Section 10.3 (*Billing Disputes and Financial Accounting*). Within five Business Days after the submission of the Dispute Response, the dispute will be submitted to a designated senior Representative of Seller and a designated senior Representative of GPC for resolution. If the designated senior Representatives are unable to resolve the dispute to the mutual satisfaction of the Parties within 20 Business Days after the submission to such designated senior Representatives, or such other period as the Parties may agree upon, then: (a) in the case of a Billing Dispute under Section 10.3 (*Billing Disputes and Financial Accounting*), either Party may provide written notice to the other Party declaring an impasse (the "**Impasse Notice**") and thereafter the Parties agree to arbitrate such Billing Dispute under this Part 17 (*Dispute Resolution*); and (b) in the case of any dispute other than a Billing Dispute addressed in the preceding clause (a), either Party may pursue such rights and remedies as may be available under applicable law, subject to the terms and conditions of this PPA.

**17.2 JAMS Arbitration for Billing Disputes.** Upon the submission of an Impasse Notice, the Billing Dispute will be resolved under the Federal Arbitration Act by binding arbitration following the Rules of JAMS then in effect, including its evidentiary and procedural rules, except as modified in this Part 17 (*Dispute Resolution*). It is the Parties' intent that any arbitration, including the selection and qualification of arbitrators, will be conducted in accordance with the Rules, as amended and supplemented, except where specifically modified by this PPA, and not by the terms of any state arbitration act or other applicable law. If JAMS is unable or unwilling to conduct the arbitration provided for under this Section 17.2 (*JAMS Arbitration for Billing Disputes*), or has discontinued its business, the arbitration will be conducted in the same manner as described in this Part 17, but substituting the American Arbitration Association, or its successor, in Atlanta, Fulton County, Georgia.

**17.3 Initiation of Arbitration; Selection of Arbitrators.**

**17.3.1. Initiation of Arbitration**. Within 10 Business Days after delivering an Impasse Notice, the delivering Party must contact JAMS to begin arbitration and must provide written notice to the other Party

in accordance with Section 18.12 (*Notice*). Arbitration will be deemed to have started when JAMS issues a Commencement Letter (as defined in the Rules) in accordance with the Rules. The Party initiating arbitration will nominate one arbitrator at the same time it initiates arbitration. The other Party will nominate one arbitrator within 10 Business Days after receiving the Commencement Letter. The two Party-nominated arbitrators will be deemed neutrals and not the representative of the appointing Party. The two arbitrators (the "**Party-Appointed Arbitrators**") will appoint a third arbitrator (the "**Third Arbitrator**"). All arbitrators will: (i) be competent and experienced in matters involving the electric energy business in the United States, with at least 10 years of legal, engineering, or business experience in the electric industry; (ii) have no interest, financial or otherwise, in the Parties or this PPA beyond payment of their fees and expenses for serving on the Arbitration Panel; (iii) have not been previously or currently employed or engaged in any capacity other than as a member of the Arbitration Panel by either Party, or have a personal or professional relationship with a Party, unless such employment, engagement, or relationship has been disclosed in writing to all Parties before the selection of the Arbitration Panel without objection by either Party; (iv) not advise or otherwise communicate ex parte in any way with either Party following appointment to the Arbitration Panel; and (v) treat the details of this PPA and all Arbitration Panel activity as private and confidential, and not publish or disclose any activity without the prior written consent of both Parties; further, the Third Arbitrator will be independent of the Parties and the Party-Appointed Arbitrators. Each Party will pay the fees and expenses incurred by its Party-Appointed Arbitrator, and the fees and expenses of the Third Arbitrator will be divided equally between the Parties.

**17.3.2. Appointment of Third Arbitrator**. If the Party-Appointed Arbitrators are unable to agree on the Third Arbitrator within 10 Business Days after the initiation of arbitration, then the Third Arbitrator will be selected by JAMS with due regard given to the selection criteria in Section 17.3.1 (*Initiation of Arbitration*) and input from Seller, GPC, and the Party-Appointed Arbitrators. Parties will undertake to request JAMS to complete selection of the Third Arbitrator no later than 60 Days from initiation of arbitration. Costs charged by JAMS for this service will be borne by the Parties equally. If JAMS should fail to select the Third Arbitrator within 60 Days after the initiation of arbitration, then either Party may petition a court of competent jurisdiction in Atlanta, Fulton County, Georgia to select the Third Arbitrator. Due regard will be given to the selection criteria in Section 17.3.1 and input from the Parties and the Party-Appointed Arbitrators. If before the conclusion of the arbitration, any member of the Arbitration Panel becomes incapacitated or otherwise unable to serve, then a replacement arbitrator will be appointed in the manner set forth in this Section 17.3.2 (*Appointment of Third Arbitrator*).

**17.4 Discovery; Hearing.** Discovery and other pre-hearing procedures will be conducted as agreed by the Parties, including at least one Party Representative deposition, or if they cannot agree, as determined by a majority of the Arbitration Panel so long as all pre-hearing discovery will be completed within 90 Days after the selection of the Third Arbitrator. Within 15 Business Days after completion of such pre-hearing discovery, each Party will submit, either individually or jointly, by overnight delivery to the other Party and the Arbitration Panel a separate, precise statement for each issue in dispute, that Party's proposed means of resolving each issue, and the factual or legal support for such proposal (the "**Proposed Resolutions**"). No later than 30 Business Days after all pre-hearing discovery has been completed, a hearing will be conducted at which Seller and GPC will each present such evidence and witnesses as it may choose. Arbitration will be conducted in accordance with the Rules, as amended and supplemented, except where specifically modified by this PPA.

**17.5 Confidential Proceeding.** Each Party will maintain the confidentiality of the arbitration proceedings, except as reasonably necessary to effectively represent itself in the proceeding to enforce the arbitration award or determination, or as otherwise required by law. All discovery materials will remain confidential, consistent with Section 18.17 (*Confidentiality*).

**17.6 Arbitration Cost.** Each Party will be responsible for its own legal and arbitration expenses incurred in connection with the arbitration proceeding, including attorneys' fees, investigation or discovery (including e-discovery) costs, and expert, consultant, or arbitrator fees and expenses.

**17.7 Arbitrator Decisions.**

**17.7.1. Authority of Arbitration Panel**. The Arbitration Panel will consider the terms and conditions of this PPA, including all relevant evidence and testimony, and will render its decision (by a written reasoned decision) within 30 Days after the conclusion of the hearing. However, the Arbitration Panel is expressly and specifically limited to selecting one of the Proposed Resolutions provided by either Seller or GPC for each issue in dispute. The Arbitration Panel has no authority to award consequential, special, indirect, treble, exemplary, incidental, or punitive damages of any type under any circumstance, regardless of

whether such damages may be available under applicable state law, federal law, the Federal Arbitration Act, or any other applicable law.

**17.7.2. Decision of Arbitration Panel**. The written decision rendered by a majority of the Arbitration Panel will be provided to the Parties. The decision may be filed in a court of competent jurisdiction and may be enforced by Seller or GPC as a final judgment in such court.

**17.8 Location of Arbitration.** Any arbitration will take place in Atlanta, Fulton County, Georgia.

**17.9 Mandatory Arbitration. Subject to Section 17.2 (*JAMS Arbitration for Billing Disputes*), each Party understands and agrees that when arbitration is required under this Part 17 (*Dispute Resolution*) for Billing Disputes, arbitration is mandatory and each Party waives any right to seek judicial relief or file court proceedings to determine the Billing Dispute, other than the right to seek judicial relief to compel arbitration, to confirm an arbitration award, or to seek injunctive relief in accordance with Section 17.3 (*Initiation of Arbitration; Selection of Arbitrators*) in accordance with this PPA.**

**17.10 Injunctive Relief.** Notwithstanding any other provision of this Part 17 (*Dispute Resolution*), the Parties acknowledge that an award of damages may not afford complete relief or furnish an adequate legal remedy as between them (such as when Seller's Event of Default arises from Seller's actions designed to achieve an economic gain by selling Energy, Environmental Attributes, or Electrical Products to a third party in violation of this PPA). Accordingly, the Parties agree that a Party will be permitted to seek, in accordance with applicable laws, procedures, and the terms of this PPA, injunctive relief relating to the performance of this PPA from an arbitrator, a Governmental Authority of appropriate jurisdiction, or a court of competent jurisdiction located in Atlanta, Fulton County, Georgia. The Parties expressly agree that this Section 17.10 (*Injunctive Relief*) does not present a question of substantive arbitrability and waive any right to have an arbitrator decide whether preliminary injunctive relief is available in court. In the event of entry of any interlocutory injunctive relief, the Party against whom such relief is entered waives the right to have a bond or security posted pending resolution of the dispute giving rise to the issuance of the injunction.

**17.11 Continued Performance.** The Parties agree to continue performing their respective obligations under this PPA while the dispute is being resolved, unless and until such obligations are terminated or expire in accordance with the provisions of this PPA.

## PART 18. MISCELLANEOUS

**18.1 Assignment, Transfers, and Changes of Control.**

**18.1.1. Assignment by Seller**. Except as expressly provided in Section 18.2 (*Financing Assignment; Estoppels*), Seller must not assign this PPA in whole or in part to any Person without the prior written consent of GPC. Any proposed assignee of this PPA must: (i) agree to assume Seller's obligations under this PPA and provide assurances of its ability to perform all PPA obligations; (ii) deliver, on GPC's reasonable request, assurances of its Creditworthiness and, if applicable, Eligible Collateral; and (iii) cooperate with GPC to comply with any legal requirement that results from such assignment.

**18.1.2. Release**. Any assignment of this PPA made in compliance with Section 18.1.1 (*Assignment by Seller)* will constitute, as of the effective date of the assignment, an acceptance and assumption by assignee of all obligations under this PPA, and a release and discharge by GPC of Seller from all obligations under this PPA arising after the effective date of the assignment.

**18.1.3. Assignment by GPC**. GPC may not assign this PPA or any portion of this PPA to any Person without the prior written consent of Seller. However, GPC may, without the consent of Seller and with the approval of the Commission, assign this PPA to an Affiliate subject to the jurisdiction of a state regulatory commission.

**18.1.4. Transfer; Change of Control**. Seller agrees that, without the prior written consent of GPC, there will be no: (i) Change of Control Transaction with respect to Seller; or (ii) delegation by Seller of operational responsibility for the Facility. Seller, without GPC's consent, may enter into a Reorganization Transaction so long as: (a) Seller provides written notice to GPC under Section 18.12 (*Notice*) at least 30 Days before the anticipated effective date of the proposed transaction; and (b) the Reorganization Transaction does not: (1) limit GPC's rights under this PPA; (2) expand the liability, risks, or obligations imposed on GPC under this PPA; (3) release or discharge Seller from any PPA obligation or liability; or (4) require substitution or amendment of (I) Performance Security~~, Upgrade Security, or~~ or other Eligible Collateral, (II) insurance, or (III) W-9. A Reorganization Transaction that requires or will result in substitution or amendment of (I) Performance Security~~, Upgrade Security,~~ or other Eligible Collateral, (II) insurance, or (III) W-9 will be

documented and treated as if it were an assignment of this PPA and Section 18.1.1 (*Assignment by Seller*) will apply.

**18.1.5. Request for Consent**. When GPC's consent is required under Sections 18.1.1 (*Assignment by Seller*) or 18.1.4 (*Transfer; Change of Control*), Seller must: (i) request GPC's consent to the transaction, by providing written notice under Section 18.12 (*Notice*) at least 30 Days before the anticipated effective date of the proposed transaction; and (ii) receive GPC's written consent. GPC and Seller will cooperate to finalize the form of written consent between the relevant parties. Subject to Seller's satisfaction of all applicable provisions of Sections 18.1 through 18.4, inclusive, GPC will seek any required Consent from the Commission after GPC is satisfied that: (a) Seller's transaction is final but for such Consent; (b) a plan for any replacement of Eligible Collateral is satisfactory and sufficient; and (c) any required accounting determinations have been made by GPC and are acceptable.

**18.1.6. Transferee Assurances**. Before any transaction requiring GPC's consent under Section 18.1.1 (*Assignment by Seller*) or Section 18.1.4 (*Transfer; Change of Control*), Seller must obtain for GPC written assurances from the transferee of the limitations of and protections against liability following the proposed transfer at least equivalent to those afforded GPC and its Affiliates under this PPA. Any transfer contrary to the provisions of this Section 18.1.6 (*Transferee Assurances*), will make Seller the indemnitor of GPC and its Affiliates against any liabilities incurred by GPC and its Affiliates in excess of those that would have been incurred had no such transfer taken place. If Seller is not the sole owner of the Facility, Seller represents and warrants that it has (and will maintain) written assurances from each other owner of the Facility limitations of and protections against liability of GPC and its Affiliates with respect to each such other owner at least equivalent to that afforded GPC and its Affiliates under this PPA. Any breach of this Section 18.1.6 by Seller will make Seller the indemnitor of GPC and its Affiliates against any liabilities incurred by any of them arising out of any such breach.

**18.2 Financing Assignment; Estoppels.** Seller, without the consent of GPC, may make a Financing Assignment. GPC agrees to execute a reasonable written consent to the collateral assignment in a form acceptable to GPC if the financing party reasonably requests such consent. Upon reasonable request to GPC in connection with a Financing Assignment or any transaction for which GPC's consent is required under Sections 18.1 through 18.4, inclusive, GPC will execute a written confirmation, if true, but without investigation, that to the best of GPC's knowledge at the time of the request, Seller is not in default of this PPA.

**18.3 Reimbursement of GPC's Costs.** Seller agrees that Seller will pay to GPC a fee of $15,000 per occurrence for each proposed transaction for which Seller requests GPC's consent under Section 18.1.1 (*Assignment by Seller*) or 18.1.4 (*Transfer; Change of Control*) and will pay to GPC a fee of $10,000 per occurrence for each request for an estoppel under Section 18.2 (*Financing Assignment; Estoppels).* For the avoidance of doubt, if Seller requests GPC's consent under Sections 18.1.1 or 18.1.4 or an estoppel under Section 18.2, and GPC undertakes drafting of documents to provide such consent or estoppel, and Seller does not consummate the proposed transaction, GPC reserves the right, in its sole discretion, to require Seller to pay the applicable fee under this Section 18.3 (*Reimbursement of GPC's Costs)*.

**18.4 General Requirements.** In connection with any transaction for which GPC's consent is required under Section 18.1.1 (*Assignment by Seller*) or 18.1.4 (*Transfer; Change of Control*) or for which Seller's consent is required under Section 18.1.3 (*Assignment by GPC*), it is a condition of the required consent that it will not place any limitation on either Party's rights under this PPA or expand the PPA liability, risks, or obligations of the other Party (including changes in accounting treatment). It will be reasonable for either Party to condition its consent under Section 18.1 (*Assignment, Transfers, and Change of Control*) on the execution of amendments to this PPA that are reasonably determined by such Party to be necessary to preserve the value and protection afforded to such Party under this PPA. It will be a condition of GPC's consent to any transaction under Sections 18.1.1 or 18.1.4 or other disposition with respect to this PPA or the Facility, that all security required under ~~Sections~~Section 5.1 (*Performance Security*)~~, or 2.4 (Grid Cost Improvements), as applicable, will~~ will remain in place notwithstanding such disposition or that replacement security in form, substance, and amount in full compliance with this PPA or otherwise reasonably acceptable to GPC will have been provided before such disposition. Any purported assignment, transfer of interest in the Facility or this PPA, or Change of Control Transaction that is not in compliance with the applicable provisions of Sections 18.1 through 18.4, inclusive, will be void.

**18.5 Taxes.**

**18.5.1. Payment by Seller**. Seller will be responsible for, and will pay, or cause to be paid, all Taxes on or with respect to: (i) the Facility, including its development, permitting, design, engineering, procurement, construction, testing, startup, ownership, leasing, financing, operation, maintenance, and

decommissioning; and (ii) the production and delivery of Renewable Energy to be provided to GPC arising, in the case of Energy, before the time of Seller's delivery of such Energy to GPC at the Point of Delivery, or, in the case of Environmental Attributes or Electrical Products, before the time such Environmental Attributes or Electrical Products are made available to GPC.

**18.5.2. Payment by GPC**. GPC will be responsible for, and will pay or cause to be paid, all Taxes with respect to: (i) Energy received by GPC arising after the time such Energy is delivered by Seller to the Point of Delivery; and (ii) Environmental Attributes and Electrical Products received by GPC arising after the time such Environmental Attributes and Electrical Products are made available to GPC.

**18.5.3. Minimization of Taxes**. Each Party will use reasonable efforts to implement and administer the provisions of this PPA in accordance with the intent of the Parties to minimize Taxes, so long as neither Party is materially adversely affected by such efforts.

**18.5.4. Adjustments**. If Seller is required by law or regulation to remit or pay Taxes that are GPC's responsibility under this PPA, Seller may include such Taxes in the next Monthly invoice (on an After-Tax Basis) and GPC will pay in accordance with Part 10 (*Renewable Energy Payments)*. Conversely, if GPC is required by law or regulation to pay Taxes that are Seller's responsibility under this PPA, GPC may deduct the amount of any such Taxes from the amounts otherwise due to Seller under this PPA (on an After-Tax Basis). However, if GPC does not elect to deduct such amount, Seller will pay such amount to GPC upon request by GPC. Any refund associated with such Taxes will be handled in the same manner.

**18.5.5. Sole Responsibility**. Despite any other provision in this PPA, each Party will bear sole responsibility for the reporting and payment of any taxes on such Party's revenues or income.

**18.6 No Partnership.** Seller and GPC do not intend for this PPA to, and this PPA will not, create any joint venture, partnership, association taxable as a corporation, or other entity for the conduct of any business for profit. Neither Party will have any right, power, or authority to enter into any agreement or undertaking for, or to act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

**18.7 Successors and Assigns.** This PPA will inure to the benefit of and be binding upon any respective successors and permitted assigns of either Party.

**18.8 No Third-Party Benefit.** Except as provided in Section 14.3 (*Indemnity*), nothing in this PPA will be construed to create any duty, obligation or liability of GPC or Seller to any Person not a party to this PPA.

**18.9 No GPC Affiliate Liability.** Notwithstanding any other provision of this PPA, no Affiliate of GPC (including any Affiliate of GPC acting as GPC's agent where GPC's agent is given certain authorities) will have any liability whatsoever for any performance, nonperformance, or delay in performance under this PPA, except in the event of an assignment of this PPA to an Affiliate of GPC under Section 18.1.3 (*Assignment by GPC*), in which case, such assignee will be liable for GPCs obligations arising under this PPA from and after the date of assignment.

**18.10 Time of Essence; No Waiver.** Time is of the essence with respect to the performance under this PPA. A Party's failure to enforce a PPA provision does not constitute a waiver of that, or any other, provision. Waiver or a right or remedy in one instance is not a waiver of that, or any other, right or remedy in the future. Acquiescence to or acceptance of late performance, with or without reservation, does not waive a future right to require timely performance.

**18.11 Amendments.** This PPA may be amended only by a written document duly executed by both Parties, each of which has received all approvals of Governmental Authorities necessary for the effectiveness thereof.

**18.12 Notice.** All notices, requests, consents, claims, demands, waivers and other communications under this PPA must be in writing. Exhibit L (*Notices*) lists each Party's point-of-contact for PPA notices and correspondence. Each Party will provide notice to the other as provided in Exhibit L. Notice under this Section 18.12 (*Notice*) must include the GPC project identification number referenced in this PPA's title and the Facility name and must be by: (i) personal delivery (effective that date); (ii) if the Party has provided an email address for official notice purposes, email delivery (effective that date if sent by 5:00 p.m. (recipient's time); otherwise, the next Business Day); (iii) prepaid nationally- or internationally- recognized commercial overnight courier (receipt requested; effective the next Business Day); or (iv) registered or certified U.S. mail, with proper postage (effective after the fourth Business Day).

**18.13 Counterparts.** This PPA may be executed in two or more counterparts and by electronic transmission of signatures in portable document format (PDF) or another electronic format, each of which will be deemed an original but all of which together will constitute one and the same agreement.

**18.14 Contract Interpretation.** Each exhibit, attachment, appendix, schedule, regulatory requirement, policy, procedure, standard, or other document attached to or referenced in this PPA (expressly including the *Schedule of Defined Terms*) is incorporated into, and is integral to, this PPA as if included in the main body. In this PPA and in all attached or incorporated documents: (i) whenever the term "**include**," "**including**," or "**e.g.**" is used in connection with a listing of items included within or an example of the prior reference, the listing will be interpreted to be illustrative only, and will not be interpreted as a limitation on or exclusive listing of the items included in the prior reference; and (ii) "**or**" means either or all (i.e., "A or B" means "A or B or both A and B"). Unless otherwise specified, a reference to a given agreement or document, and all the schedules, exhibits, appendices, and attachments to the agreement or document, will be a reference to that agreement or document as modified, amended, supplemented, or restated, and in effect from time to time. Whenever the term "**consent**" or "**approval**" is used, the consent or approval will not be unreasonably withheld, conditioned, or delayed by the consenting or approving Party, unless this PPA provides that the consent or approval is in the sole discretion of the consenting Party. If the Party has provided email contact information, "**written**" or "**in writing**" includes email communication, absent express statement otherwise.

Reference to: (i) a Party or Person includes any allowed successor or assign; (ii) a regulatory authority includes an authority succeeding to the same function; and (iii) an applicable law is to the law as modified or amended and then effective. Reference to a PPA part by caption (e.g., (*Interconnection, Metering and Telemetry*)) or number (e.g., Part 6 (*Interconnection, Metering and Telemetry*)) includes all separate sections (e.g., Section 6.1 (*Interconnection*)) and subsections (e.g., Section 6.1.1 (*Interconnection Agreement*)) within that part and reference to a section by caption or number includes all separate subsections within that section.

A defined term may be singular or plural, as the context requires, and, absent an express statement otherwise, each defined term has the same meaning in all PPA documents. Captions are for convenience only and do not affect PPA interpretation.

**18.15 Governing Law; Forum for Disputes.** The validity, interpretation, and performance of this PPA, and each of its provisions, will be governed by the laws of the state of Georgia without giving effect to principles of conflicts of law that would require the application of laws of another jurisdiction. Subject to the provisions of Part 17 (*Dispute Resolution*) regarding arbitration, the Parties agree that the state and federal courts, as applicable, of the state of Georgia will have exclusive jurisdiction for the resolution of disputes under this PPA and the Parties consent to such jurisdiction.

**18.16 Submission to Jurisdiction. Other than the specific matters to be resolved by arbitration under Part 17 (*Dispute Resolution*) of this PPA, any legal suit, action, or proceeding arising out of or based upon this PPA or the transactions contemplated by this PPA will be brought in the Federal District Court for the Northern District of Georgia, Atlanta Division, or the Superior Court of Fulton County, Georgia, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waives and agrees not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.**

**18.17 Confidentiality.**

**18.17.1. Non-Disclosure**. Each Party acknowledges that portions of this PPA contain Confidential Information and may require the Parties to disclose additional Confidential Information to one another. Each Party agrees that it will not, without the written consent of the other Party or as otherwise provided in this PPA, disclose a disclosing Party's Confidential Information to any third party, except that receiving Party may disclose Confidential Information: (i) to its Affiliates, consultants, agents, actual or potential investors and financing parties, subcontractors, or advisors who: (a) need to know such information in connection with the receiving Party's performance of its obligations under this PPA; and (b) are subject to an obligation in writing or pursuant to a legally recognized fiduciary of professional duty to maintain confidentiality of Confidential Information; and (ii) to the extent required by applicable law. Seller acknowledges and agrees that all price and payment information provided by GPC to Seller is Confidential Information.

**18.17.2. Disclosure of Confidential Information to the Commission**. Each Party agrees to request confidential treatment of the Confidential Information in this PPA from the Commission in accordance with the Commission's rule regarding trade secrets, but Seller understands that specific terms, conditions, and provisions of this PPA may need to be disclosed in connection with GPC's regulatory obligations before the Commission. No assurance or commitment is made regarding the ability of GPC to obtain confidential

treatment from the Commission. The Parties agree that if Confidential Information is required to be disclosed in accordance with applicable law, the disclosing Party will make reasonable efforts to obtain protection from disclosure pursuant to the trade secret provisions applicable to such Governmental Authority or court to ensure that the Confidential Information is protected from public disclosure.

**18.17.3. Designation of Confidential Information.** Confidential Information not designated by this PPA as Confidential Information must be designated in writing as confidential by the disclosing Party to the receiving Party contemporaneously with the supply of the information to the receiving Party. The Parties designate the following information as Confidential Information: (i) PPA pricing and payment information; (ii) non-public Electric System information; and (iii) GPC technical requirements.

**18.17.4. GPC Use of Facility Operational Data**. Despite any other provision in this PPA, GPC may share Facility operational data (but not pricing information) including actual generation data, generation forecast data, PHL estimate data and data components, weather station data, and loss and efficiency data with third parties for purposes of analysis, modeling, model development and validation, and forecasting.

**18.17.5. Survival of Confidentiality Obligations**. Despite any other provision in this PPA, the terms of this Section 18.17 (*Confidentiality*) will survive for a period of two years after the termination or expiration of this PPA, except that, to the extent any Confidential Information constitutes a "**trade secret**" under any applicable law, the receiving Party's obligations under Section 18.17 (*Confidentiality*) will apply for the life of such trade secret.

**18.18 Public Statements or Press Releases.** Seller and its Affiliates must not issue any public statement (including any news release, internet, website, social media posting, or other publication) concerning: (i) this PPA or the transactions described in this PPA; (ii) the Facility with respect to this PPA; or (iii) Seller's relationship with GPC without the communication first being reviewed and agreed upon by the Parties before release to the public. In addition, Seller is responsible for ensuring that its contractors, Affiliates, and contractual counterparties, and each of their respective employees, contractors, and agents, fully comply with this Section 18.18 (*Public Statements or Press Releases*).

**18.19 Photographs.** Within five Business Days after GPC's request, Seller will provide GPC with photographs of the Facility or Site, which may be used by GPC for verification of Seller's compliance with this PPA, for informational purposes, and for promoting awareness of CARES 2025 or other GPC renewable development efforts. Sellers grants to GPC and its agents, Affiliates, successors, and assigns an irrevocable, worldwide, royalty-free, and unrestricted right and license to use, duplicate, modify, sublicense, distribute, display, and otherwise engage the photographs and related intellectual property, including the creation of derivative works. Seller represents and warrants that it has the exclusive right to grant the license to GPC for the purposes stated in this PPA.

**18.20 Liability.** Neither Party will be responsible for the other Party's performance, non-performance, or delay in performance under this PPA.

**18.21 GPC's Agent.** Wherever this PPA requires Seller to provide information, schedules, notice or the like to, or to take direction from, GPC, Seller will provide information, schedules, notice, or the like to, or receive from, GPC or such agent of GPC as GPC may direct from time to time by a written notice given to Seller in accordance with Section 18.12 (*Notice*).

**18.22 Entire Agreement.** This PPA (including all Exhibits) contains the entire understanding between the Parties and replaces any previous or contemporaneous oral or written discussion, representation, promise, arrangement, understanding, or agreement between the Parties regarding the sale and purchase of Energy, Environmental Attributes, and Electrical Products from the Facility. The Parties have entered into this PPA in reliance upon the representations and mutual undertakings contained in this PPA and not in reliance upon any oral or written representation or information provided by one Party to the other Party not contained or incorporated in this PPA.

**18.23 Transfer of Information Acknowledgement.** Seller agrees to execute contemporaneously with the execution of this PPA, the Transfer of Information Acknowledgement attached as Exhibit H (*Transfer of Information Acknowledgment)*, and GPC agrees to the limited use and confidential treatment of such information as set forth in Exhibit H.

**18.24 Severability.** If any term or provision of this PPA or its application to any Person or circumstance is determined to any extent to be invalid or unenforceable, the remainder of this PPA, or the application of such term or provision to Persons or circumstances other than those for which it is invalid or unenforceable, will not be affected by such determination, and each term and provision of this PPA will be valid and enforceable to the fullest extent

permitted by law. The Parties agree to negotiate in good faith to modify this PPA to replace or modify such term or provision so as to effect the original intent of the parties as closely as possible.

**18.25 No Agency.** Neither Seller nor any of its Representatives will, for any reason or purpose, be deemed to be an agent, partner, or employee of GPC, and this PPA will not be interpreted or construed to create an association, agency relationship, joint venture, or partnership between the Parties. Seller and GPC will for all purposes be considered independent contractors. This PPA creates no rights or benefits between GPC and any Person or entity other than Seller. Seller will have full responsibility for all labor and employment matters, including for all its hiring, discipline, supervision, control, compensation, benefits, labor relations, collective bargaining, as well as payroll taxes and costs. Any general inspection, review, coordination, monitoring, or oversight by GPC or the exercise of any of GPC's rights under this PPA will not relieve Seller of any of its responsibilities under this PPA.

**18.26 Further Assurances.** Seller agrees to use diligent efforts to promptly execute any other agreements (including amendments to this PPA) as may be requested by GPC in connection with the purposes of this PPA.

**Each Party** agrees to all terms and conditions of this PPA. The Parties may exchange counterparts of this PPA 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. The **"Effective Date"** is the date on which the last Party signs, as shown below.

| **Georgia Power Company** | **#SellerLegalName#** |
|---|---|
| By: _____ | By: _____ |
| #Name# | #SellerSignatureName# |
| #Title# | #SellerSignatureTitle# |
| Date: _____ | Date: _____ |

# EXHIBIT A – RENEWABLE ENERGY PAYMENT & SEASONAL PERIOD TRUE-UP CALCULATIONS

## 1. Determination of Monthly Renewable Energy Payments

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

**MREP = MDE * CEP**

*Where*:

**MDE** = the Monthly Delivered Energy is the amount of Energy, in MWh, delivered by Seller from the Facility to GPC at the Point of Delivery. For the avoidance of doubt, all MDE includes the transfer of Environmental Attributes and Electrical Products.

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

| Table A - Contract Energy Price | |
|---|---|
| **Annual Period** | **($/MWh)** |
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |
| 11 | |
| 12 | |
| 13 | |
| 14 | |
| 15 | |
| 16 | |
| 17 | |
| 18 | |
| 19 | |
| 20 | |
| 21 | |
| 22 | |
| 23 | |
| 24 | |
| 25 | |
| 26 | |
| 27 | |
| 28 | |
| 29 | |
| 30 | |

## 2. Determination of Seasonal Period True-up Payment or Credit

Upon the completion of each Annual Period, a calculation will be made by GPC to determine whether a true-up payment or true-up credit is owed for each 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 the table below, Seller will owe GPC 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, GPC 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 10.1.2 (*Target Seasonal Payment True-up*). For the avoidance of doubt: (i) any Compensable Curtailed Energy during a Seasonal Period will be addressed in the Target Seasonal Payment calculation in accordance with the provisions of this Exhibit A (*Renewable Energy Payment & Seasonal Period True-up Calculations*), subject to the limitation set forth in this PPA that the Seasonal Energy True-up Quantity for the applicable Seasonal Period cannot exceed the Seasonal Energy True-up Limit; and (ii) GPC will receive a Target Seasonal Payment true-up credit as set forth in the table below for any amount of Excess Energy that exceeds 10% of the applicable Seasonal Energy Contract Amount. In addition, as part of the Annual Period true-up payment, Seller will be compensated for PTCs not realized and associated with Compensable Curtailments during such Annual Period, with such compensation based upon Seller's estimated PTCs for such Annual Period. During the following Annual Period's true-up calculation, PTCs paid during the prior year will be trued-up based upon the actual PTCs not realized for Compensable Curtailments as indicated in Seller's tax filing documents accepted by the Internal Revenue Service (e.g., IRS Form 8835, "Renewable Electricity Production Credit") for such Annual Period, copies of which will be provided to GPC.

Seller will maintain and make available to GPC its books and records related to all PTCs claimed and earned by Seller during the Term. These books and records must be maintained by Seller for at least the duration that PTCs may be claimed by Seller, plus seven years. GPC and its representatives or agents may, upon prior written notice to Seller, inspect, copy, and audit such books and records to verify PTCs claimed and earned by Seller. All audits will be conducted during Seller's normal business hours.

| **SDP for the Seasonal Period**[1] | **Target Seasonal Payment** | |
|---|---|---|
| | **On-Peak Season** | **Off-Peak Season** |
| SDP ≥ 90% | (100% * SETQ * CEP) | (100% * SETQ * CEP) |
| 90% > SDP ≥ 85% | (90% * SETQ * CEP) | (95% * SETQ * CEP) |
| 85% > SDP ≥ 75% | (80% * SETQ * CEP) | (90% * SETQ * CEP) |
| 75% > SDP ≥ 0% | (SETQ * Prevailing Rate) | (SETQ * 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., **SDP =** (SDE + DDE) / (SECA)

**SDE** [FN1] = Seasonal Delivered Energy, the amount of Energy, in MWh, delivered by Seller to GPC at the Point of Delivery during the applicable Seasonal Period under this PPA.

**DDE** = Deemed Delivered Energy for the applicable Seasonal Period. The methodology for the estimate of Deemed Delivered Energy will be reviewed by the PPA Operating Committee. If the Parties fail to agree on the amount of Deemed Delivered Energy, the Parties agree to submit the dispute for resolution in accordance with Part 17 (*Dispute Resolution*).

**SECA =** Seasonal Energy Contract Amount for each Seasonal Period will be as provided in Exhibit G (*Seasonal and Annual Energy Contract Amount*).

**SETQ** = Seasonal Energy True-up Quantity for the applicable Seasonal Period. The SETQ is the sum of the SDE plus Compensable Curtailed Energy, if any, for the applicable Seasonal Period. However, the SETQ for each respective Seasonal Period cannot exceed the Seasonal Energy True-up Limit. The SETQ will equal the lesser of: (i) the sum of the SDE plus Compensable Curtailed Energy, if any, for the applicable Seasonal Period; and (ii) the Seasonal Energy True-up Limit.

**SETQ =** Min ((SDE[1] + Compensable Curtailed Energy, if any), the Seasonal Energy True-up Limit)

For the avoidance of doubt, the amount of Compensable Curtailed Energy (if any) included in the calculation of the SETQ for an applicable Seasonal Period cannot exceed an amount equal to the difference between: (i) the Seasonal Energy True-up Limit; and (ii) the SDE. If the SDE equals or exceeds the Seasonal Energy True-up Limit, no amount of Compensable 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 GPC territorial system for each Hour of such Month as such is calculated by or on behalf of GPC.

**CEP** = the Contract Energy Price for the Annual Period, as set forth in Table A.

[1] *For the avoidance of doubt, in accordance with Clause 6.1.1 (Interconnection Agreement), this PPA does not waive or modify any provision of the GPC Interconnection Agreement with respect to Seller's ability to deliver Energy in excess of the maximum power output or any limitation on output from the Facility expressed in the GPC Interconnection Agreement.*

# EXHIBIT B – FORM OF STANDBY LETTER OF CREDIT

[Bank Letterhead]

Date of issuance: _____, 20__

Irrevocable Standby Letter of Credit No:_____

| | |
|---|---|
| "Issuer": | _____ |
| Address: | _____ |
| "Beneficiary": | Georgia Power Company |
| Address: | C/O Southern Company Services, Inc.<br>Attn: Assistant Treasurer<br>BIN SC1407<br>30 Ivan Allen Jr. Blvd., NW<br>Atlanta, GA 30308 |
| Project ID: | GPC-[Add Project ID] |
| Program ID: | CARES 2025 US RFP |
| "Account Party": | _____ |
| Address: | _____ |
| "Expiry Date": | _____, 20__, and any automatically extended date, as herein provided [(but in no event later than _____, 20__)] |
| "Total Amount": | _____United States Dollars (U.S. $_____) |

We, the Issuer, hereby establish in your favor, for the account of the Account Party, our irrevocable standby letter of credit ("**Standby Letter of Credit**"), in the aggregate amount not exceeding the Total Amount.

Funds under this Standby Letter of Credit are available to you on or before the Expiry Date by presentation of your demand signed by one of your officers or authorized representatives, and delivered to us in substantially the form attached as Annex 1 (*Form of Sight Draft*) and referring to the number and date of this Standby Letter of Credit, accompanied by a written and completed certificate signed by a person purporting to be one of your officers or authorized representatives, in the form attached as Annex 2 (*Form of Certificate*), with appropriate insertions.

This Standby Letter of Credit is effective immediately and expires at 5:00 p.m. (Eastern Time) on the Expiry Date. It is a condition of this Standby Letter of Credit that the Expiry Date will be deemed automatically extended without amendment for a period of one year from the present or any future Expiry Date, unless we notify you at least ninety (90) days before any such date, in accordance with the notice provisions set forth herein, that we have elected not to extend the Expiry Date for such additional period.

Delivery of demands and certificates will be made on any day that is a business day for us at or before 5:00 p.m. (Eastern Time) at our office located at _____, or at any other office in the United States of America that is designated by us in a written notice delivered to you. If such demand and such certificate are received at any such office on or before the Expiry Date, we hereby agree with you that we will duly honor it within three (3) business days of such presentation. Despite the previous sentence, you may demand payment under this Standby Letter of Credit by facsimile or electronic transmission when promptly confirmed by written demand; however, actual disbursement of funds under a demand presented by facsimile or electronic transmission may not occur until we are presented with the original Standby Letter of Credit.

Partial drawings and multiple presentations may be made under this Standby Letter of Credit, provided, however, that each such demand that is paid by us will reduce the amount available under this Standby Letter of Credit.

Except as is expressly set forth herein, payment of demands made under this Standby Letter of Credit is not subject to any agreement, condition or qualification. The obligation of the Issuer under this Standby Letter of Credit is the individual obligation of the Issuer and is in no manner contingent upon reimbursement with respect to it.

Funds available for drawing under this Standby Letter of Credit may not directly or indirectly constitute funds or collateral deposited with the Beneficiary, or for the Issuer's account by the Account Party, or pledged with or for the Issuer's account by the Account Party.

This Standby Letter of Credit is transferable and can be successively transferred to any transferee that Beneficiary states in writing to us has succeeded such Beneficiary under this Letter of Credit; so long as such transfer to such transferee is in compliance with applicable U.S. laws and regulations. Transfer of this Standby Letter of Credit to any transferee will be effected by the presentation to us of this Standby Letter of Credit accompanied by a certificate in the form attached as Annex 3 (*Form of Instruction to Assign in Entirety*), with appropriate insertions, signed by a person purporting to be an officer or authorized representative of the Beneficiary. Upon such presentation, we will forthwith issue an irrevocable letter of credit to such transferee with provisions that are consistent with this Standby Letter of Credit.

We will not modify, revoke or terminate this Standby Letter of Credit without your written consent. This Standby Letter of Credit sets forth in full the terms of our undertaking, and such undertaking may not be modified, annulled or amplified by reference to any other document, instrument or agreement referred to herein or in which the Standby Letter of Credit is referred or to which the Standby Letter of Credit relates, and any such reference may not be deemed to incorporate herein by reference any document, instrument or agreement.

To the extent not contrary to the express terms hereof, this Standby Letter of Credit will be governed by the International Standby Practices ("**ISP98**"). This Standby Letter of Credit will be deemed to be a contract made under the laws of the state of Georgia and will, for matters not governed by the ISP98, be governed by and construed in accordance with the laws of the state of Georgia.

Notices concerning this Standby Letter of Credit may be sent to a party by courier, certified mail, registered mail, facsimile, electronic transmission or similar communications facility to its respective address set forth herein. Any notice, demand, request or other communication is deemed to have been received by the party to whom it is sent at the time of its delivery. Each party may notify the other of any change of address in the manner provided above.

[ISSUING BANK]

By:_____
Authorized Signature

**ANNEX 1**

**FORM OF SIGHT DRAFT**

[Insert Place], [Insert Date]

Amount: [Insert Currency] [Insert Amount in Numbers]
[Insert Amount in Letters]

Drawn under Irrevocable Standby Letter of Credit No. _____ of [Insert Name of Issuing Bank]

At Sight

Pay to the Order of [Name of Beneficiary]

In reference to: Irrevocable Standby Letter of Credit No. _____, dated _____.

To: [Insert Name of Issuing Bank]
[Insert Address]

[BENEFICIARY]

By:_____

Title:_____

**ANNEX 2**

**FORM OF CERTIFICATE**

Re: [Insert Name of Agreement] dated _____, 20__ ("**Agreement**") between [Name of Account Party] ("[**Account Party**]") and [Name of Beneficiary] ("[**Beneficiary**]").

The undersigned, an officer or authorized representative of [Beneficiary], hereby certifies to [ISSUING BANK] ("**Bank**") with reference to irrevocable standby letter of credit no. ("**Standby Letter of Credit**"), issued by the Bank for the account of [Account Party] in favor of [Beneficiary] that:

(1) (Insert one of the following, as applicable)

Under the Agreement, Beneficiary is entitled to demand payment under the Standby Letter of Credit in the amount of the sight draft accompanying this certificate.

or

[Beneficiary] has received written notice from the Bank in accordance with the terms of the Standby Letter of Credit that the Bank has elected not to extend the Expiry Date of the Standby Letter of Credit for an additional period past its then Expiry Date and the Account Party has failed to deliver a substitute letter of credit in accordance with the terms of the Agreement.

(2) The undersigned is an officer or authorized representative of [Beneficiary] and is authorized to execute and deliver this certificate and to draw upon the Standby Letter of Credit.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of this __ day of _____ , 20__.

[BENEFICIARY]

By:_____

Title:_____

**ANNEX 3**

**FORM OF INSTRUCTION TO ASSIGN IN ENTIRETY**

_____, 20__

_____

Re: Irrevocable Standby Letter of Credit No.

Ladies/Gentlemen:

For value received, the undersigned beneficiary hereby irrevocably assigns to:

[Name of Assignee]

[Address]

all rights of the undersigned beneficiary to demand payment under the above Standby Letter of Credit in its entirety.

By this assignment, all rights of the undersigned beneficiary in such Standby Letter of Credit are transferred to the assignee and the assignee will hereafter have the sole rights as beneficiary thereof. The Account Party will be responsible for all fees and expenses related to the assignment.

The Account Party will be responsible for all fees and expenses related to this assignment.

The Standby Letter of Credit is returned herewith and in accordance therewith we ask you to issue a new irrevocable Standby Letter of Credit in favor of the assignee with provisions consistent with the Standby Letter of Credit.

Sincerely,

[Beneficiary]

By:_____

Title:_____

# EXHIBIT C – FORM OF GUARANTY

This **Guaranty Agreement** ("**Guaranty**"), effective as of _____, 20__ ("**Effective Date**"), is entered into by _____ ("**Guarantor**") in favor of Georgia Power Company ("**Beneficiary**"). Guarantor acknowledges:

- Beneficiary and _____ ("**Company**"), [an Affiliate of Guarantor], have entered into an **Energy Only Power Purchase Agreement for CARES 2025 Utility Scale RFP at #FacilityName#** dated as of _____, 20__ with Project Number GPC-#Project Number# (as amended, restated, supplemented or otherwise modified from time to time, the "**PPA**") regarding a photovoltaic solar power facility located in #FacilityCity, Georgia, as further described in Exhibit F (*Facility Description and Additional Details*) and Section 2.1 (*Facility*) of the PPA;
- Beneficiary has required, as an inducement to its entry into the PPA, that Guarantor deliver to the Beneficiary this Guaranty or other Eligible Collateral as and when required under the PPA;
- Guarantor qualifies as a Seller Guarantor under the PPA, and this Guaranty qualifies as Eligible Collateral under the PPA; and
- Guarantor will derive substantial direct and indirect benefit from the transactions contemplated by the PPA.

To induce Beneficiary to enter into and perform its obligations under the PPA, and for and in consideration of the foregoing premises, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Guarantor agrees as follows:

## PART 1. DEFINITIONS

**1.1. Definitions.** Unless otherwise defined in this Guaranty, capitalized terms have the meanings specified or referred to in the PPA.

## PART 2. GUARANTY

**2.1. Guaranty.** Guarantor unconditionally and irrevocably guarantees to Beneficiary and Beneficiary's successors and assigns, that Guarantor will make prompt and full payment of any obligations of Company to Beneficiary when due, whether by acceleration or otherwise, with any interest as may accrue under the PPA or under any other documents or instruments now or in the future evidencing, securing, or otherwise relating to the PPA ("**Guaranteed Obligations**"), except that Guarantor's liability under this Guaranty will in no event exceed the aggregate amount of Eligible Collateral that Company must provide in accordance with PPA Part 5 (*Performance Security*) (plus costs of enforcement of this Guaranty as provided in Section 4.4 (*Expenses*)). Guarantor must immediately pay for any obligation of Company upon demand by Beneficiary.

**2.2. Guaranty Absolute.**

**2.2.1. Guarantor Guarantees.** Guarantor absolutely guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the PPA, regardless of any law or regulation in effect now, or that may come into effect in the future, in any jurisdiction affecting any of the terms or the rights of Beneficiary regarding the PPA. This Guaranty constitutes a guarantee of payment and not of collection. The obligations of Guarantor under this Guaranty are primary obligations and are several from Company or any other Person, and Guarantor is the principal obligor under this Guaranty. Guarantor's liability under this Guaranty will be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Company or any other person, nor against securities or liens available to Beneficiary or Beneficiary's successors or assigns. **Guarantor's liability under this Guaranty will be irrevocable, absolute, and unconditional irrespective of, and Guarantor unconditionally and irrevocably waives any defenses it may now have or later acquire in any way relating to:**

**A. any change in the time, manner, or place of payment of, or in any other term of, any of the Guaranteed Obligations, or any other amendment, modification, or waiver of, or any consent to departure from, the terms of any Guaranteed Obligations, or any compromise, settlement, release, or termination of any of the Guaranteed Obligations;**

**B. any change, restructuring, or termination of the corporate structure or existence of Company or any of its subsidiaries, including Guarantor's disposal of any part of**

**Guarantor's interest in Company, or Guarantor's alteration of Guarantor's investment in Company in any manner;**

**C. any lack of validity or enforceability, in whole or in part, of the Guaranteed Obligations, the PPA, or any agreement or instrument relating the Guaranteed Obligations or the PPA;**

**D. any failure of Beneficiary to disclose to either Company or Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties, or prospects of either Company or any of its subsidiaries now or in the future known to Beneficiary (Guarantor waiving any duty on the part of Beneficiary to disclose the information);**

**E. any failure, omission, delay, or lack on the part of Beneficiary to enforce, ascertain, or exercise any right, power, or remedy under or pursuant to the terms of the PPA, the Guaranteed Obligations, or this Guaranty;**

**F. any failure by Beneficiary to commence an action against Company, including as contemplated by O.C.G.A. Section 10-7-24, as amended; any lack of due diligence by Beneficiary in the collection or protection of or realization upon any collateral securing the Guaranteed Obligations;**

**G. the bankruptcy, insolvency, winding up, dissolution, liquidation, administration, reorganization, or other similar or dissimilar failure or financial disability of Guarantor or Company, or any legal limitation, disability, incapacity, or other circumstance relating to Guarantor or Company;**

**H. the addition, substitution or partial or entire release of any guarantor, maker, or other Parson (including Company) primarily or secondarily liable or responsible for the payment and observance of the Guaranteed Obligations or by any extension, waiver, amendment, or other action or instrument that may release or discharge (in whole or in part) a guarantor, maker, or other Person (other than as a result of the indefeasible payment of the Guaranteed Obligations in full);**

**I. the taking, variation, renewal, addition, substitution, subordination, or partial or entire release of any security or other credit support for the Guaranteed Obligations, or the enforcement or neglect to perfect or enforce the security or support; or**

**J. except as provided in Section 2.3 (*Waivers and Acknowledgements*), any other circumstance at all (including any statute of limitations) or any act of Beneficiary or any existence of or reliance on any representation by Beneficiary that might otherwise constitute a legal or equitable defense available to, or a discharge of, Guarantor.**

**2.2.2. Guarantee Effectiveness.** This Guaranty will continue to be effective or must be reinstated by Guarantor, as applicable, if at any time any payment of the Guaranteed Obligations should for any reason subsequently be asserted or declared to be void or voidable, or is unwound in any way under any state or federal law, including any provision of the U.S. Bankruptcy Code related to fraudulent conveyance or preference (each, a "**Voidable Transfer**"). Beneficiary or any other person is not required to repay or restore, in whole or in part, any Voidable Transfer, and any attempt to repay or restore any Voidable Transfer will be construed as though the payment had not been made.

**2.2.3. No Release of Guaranty.** No action that Beneficiary takes or fails to take in connection with the Guaranteed Obligations, or any security for the payment of any of the Guaranteed Obligations, nor any course of dealing with Company or any other person, will release Guarantor's obligations under this Guaranty, affect this Guaranty in any way, or give Guarantor any recourse against Beneficiary.

**2.2.4. Enforcement following PPA Event of Default.** In the case of an Event of Default under the PPA or regarding any of the Guaranteed Obligations, Guarantor agrees that Beneficiary has the right to enforce its rights, powers, and remedies under the PPA and Guaranty or under any other instrument now or in the future evidencing, securing, or otherwise relating to the Guaranteed Obligations, and apply any payments or credits received by Company or Guarantor or realized from any security, in any manner and in any order as Beneficiary, in its sole discretion, sees fit, and all rights, powers, and remedies available to Beneficiary in that event will be nonexclusive and cumulative of all other rights,

powers, and remedies provided under the PPA, this Guaranty, by law, or in equity. If the Guaranteed Obligations are partially paid at the election of Beneficiary or Beneficiary's successors or assigns, to pursue any of the remedies available to Beneficiary, or if the indebtedness is otherwise partially paid, this Guaranty will nevertheless remain in full force and effect, and Guarantor will remain liable for the entire balance of the Guaranteed Obligations even though any rights that Guarantor may have against Company may be destroyed or diminished by the exercise of the remedy.

**2.3. Waivers and Acknowledgments.**

**2.3.1. Guarantor Notice Waiver.** Guarantor unconditionally and irrevocably waives promptness, diligence, presentment, demand of payment, acceptance, notice of acceptance, protest, notice of dishonor, and any other notices regarding any of the Guaranteed Obligations and this Guaranty.

**2.3.2. Guarantor Waiver of Guaranty and Acknowledgement of Continuing Obligations.** Guarantor unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future. This Guaranty will extend and be applicable to any modification of the PPA.

**2.3.3. Waiver of Rights and Remedies.** Guarantor unconditionally and irrevocably waives all rights and remedies accorded by application of law to sureties or guarantors and Guarantor must not assert or take advantage of those rights or remedies, including:

**A.** any right to require Beneficiary to proceed against Company or any other person or to proceed against or exhaust any security held by Beneficiary at any time or to pursue any other remedy in Beneficiary's power before proceeding against Guarantor;

**B.** any defense that may arise because of the incapacity, lack of authority, death, or disability of any other Person or the failure of Beneficiary to file or enforce a claim against the estate (in administration, bankruptcy, or any other proceeding) of any other Person; or

**C.** any defense arising because of the exercise of any right or remedy available to, or election made by, Beneficiary under the U.S. Bankruptcy Code, whether as an unsecured or under secured creditor, seeking adequate protection or otherwise.

**2.3.4. Guarantor's Waiver of Defenses Based on Set-Off or Counterclaim.** Guarantor unconditionally and irrevocably waives any defense based on any right of set-off or counterclaim against or concerning the obligations of Guarantor under this Guaranty.

**2.3.5. Guarantor Waiver of Defenses, Claims, and Discharges.** Guarantor unconditionally and irrevocably waives all defenses, claims, and discharges of Company, or any other obligor regarding the Guaranteed Obligations. Without limiting the generality of the preceding sentence, Guarantor will not assert, plead, or enforce against Beneficiary or any other Person any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality, or unenforceability that may be available to Company or any other person liable concerning any indebtedness, or any setoff available against Beneficiary to Company or any other Person, whether or not on account of a related transaction. Guarantor expressly waives reliance on any anti-deficiency statute(s). If a foreclosure proceeding is commenced, Guarantor expressly agrees that Guarantor will be and remain unconditionally liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing indebtedness, whether or not the liability of Company or any other person for the deficiency is discharged under statute or judicial decision.

**2.4. Subrogation.** Despite any payment or payments made by Guarantor under this Guaranty, Guarantor unconditionally and irrevocably waives any rights of subrogation to the rights of Beneficiary against Company and any rights of reimbursement, assignment, indemnification, or implied contract or any similar rights (including any statutory rights of subrogation under U.S. Bankruptcy Code Section 509 (11 U.S.C. § 509)) against Company or against any other guarantor of all or any part of the Guaranteed Obligations until when the Guaranteed Obligations have been indefeasibly performed in full. If, despite the preceding sentence, any amount will be paid to Guarantor on account of the subrogation or similar rights at any time when all of the Guaranteed Obligations will not have been indefeasibly paid in full, those amounts will be held by Guarantor in trust for Beneficiary and Guarantor must turn over to Beneficiary those amounts in the exact form received by Guarantor, to be applied

against the Guaranteed Obligations in the order that Beneficiary may determine in Beneficiary's sole discretion.

**2.5. Contribution, Indemnification, Reimbursement.** Guarantor unconditionally, irrevocably, and absolutely waives all right of contribution, indemnification, reimbursement, or similar rights against Company regarding the Guaranty, whether the rights arise under an express or implied contract or by operation of law, and it is the intention of Guarantor and Company that Guarantor will not be deemed to be a "creditor" (as defined in U.S. Bankruptcy Code Section 101 or any other applicable law) of Company because of the existence of this Guaranty if Company becomes a debtor in any proceeding under the U.S. Bankruptcy Code or any other applicable law.

**2.6. Agreement regarding Bankruptcy of Company.** So long as any Guaranteed Obligations are owed to Beneficiary, Guarantor must not, without the prior written consent of Beneficiary, commence, or join with any other person in commencing, any bankruptcy, reorganization or insolvency proceeding against Company.

## PART 3. REPRESENTATIONS AND WARRANTIES

**3.1. Guarantor hereby represents and warrants as follows:**

**3.1.1. Organization.** Guarantor is #a ***OR*** #an #GuarantorEntityType# organized, validly existing, and in good standing under the laws of the state of #GuarantorEntityRegistrationState.

**3.1.2. Authorization; No Conflict.** The execution and delivery by Guarantor of this Guaranty, and the performance by Guarantor of its obligations under this Guaranty: (i) are within Guarantor's #GuarantorEntityType# powers; (ii) have been duly authorized by all necessary #GuarantorEntityType# action; (iii) do not contravene its #bylaws ***OR*** #operating agreement ***OR*** #OtherOrganizationalDocument or any law or regulation applicable to or binding on Guarantor or any of its properties; and (iv) do not require the consent or approval of any Person that has not already been obtained or the satisfaction or waiver of any conditions precedent to the effectiveness of this Guaranty that have not been satisfied or waived.

**3.1.3. Enforceability.** This Guaranty constitutes the legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, except to the extent that that enforceability may be limited by applicable bankruptcy, insolvency, dissolution, reorganization, moratorium, liquidation, or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

**3.1.4. No Bankruptcy Proceedings.** There are no bankruptcy proceedings pending or being contemplated by Guarantor or, to Guarantor's knowledge, threatened against it.

**3.1.5. No Legal Proceedings.** There are no legal proceedings that would be reasonably likely to materially adversely affect Guarantor's ability to perform this Guaranty.

## PART 4. MISCELLANEOUS

**4.1. Continuing Guaranty; Assignment.** This Guaranty is a continuing guaranty and will: (i) remain in full force and effect until all of the Guaranty Obligations have been satisfied; (ii) consistent with the terms of this Guaranty, apply to all Guaranteed Obligations whenever arising; (iii) be binding upon Guarantor, its successors and assigns; and (iv) inure to the benefit of, and be enforceable by, Beneficiary and its permitted assignees under this Guaranty. Guarantor must not assign or delegate Guarantor's rights or obligations under this Guaranty without: (i) the prior written consent of Beneficiary, which consent may be withheld in Beneficiary's sole discretion; and (ii) a written assignment and assumption agreement in form and substance reasonably acceptable to Beneficiary. Without prejudice to the survival of any of the other agreements of Guarantor under this Guaranty, the agreements and obligations of Guarantor contained in Section 4.4 (*Expenses*) (regarding enforcement expenses) and the last sentence of Section 2.2.1(*Guarantor Guarantees*) will survive the payment in full of the Guaranteed Obligations and all of the other amounts payable under this Guaranty.

**4.2. Notices.** All notices, requests, demands and other communications that are required or may be given under this Guaranty must be in writing and will be deemed to have been given when actually received if: (i) personally delivered; (ii) transmitted by facsimile, electronic, or digital transmission method; or (iii) if sent by certified or registered mail, return receipt requested. In each case, notice will be to the

contacts identified in this Section 4.2 (*Notices*) or to the other place and with the other copies as Beneficiary or Guarantor may designate for itself by written notice to the other under this Section 4.2 (*Notices*). Delivery by facsimile of an executed counterpart of a signature page to any amendment or waiver of any provision of this Guaranty will be effective as delivery of an original executed counterpart to the amendment or waiver.

**Notice to GPC:**

Georgia Power Company
c/o Southern Company Services, Inc.
Attn: Assistant Treasurer, BIN SC 1407
30 Ivan Allen Junior Boulevard, NW
Atlanta, GA 30308
G2GPCERG@southernco.com

**With Copy to:**

Georgia Power Company Legal Dept.
Attn: Commercial & Transactions, Bin 10180
241 Ralph McGill Blvd., N.E.
Atlanta, GA 30308

**Notice to Guarantor:**
#CompanyName
Attn: #IndividualName
#Title
#StreetAddress
#City, #State #ZipCode
#Email#

**4.3. Delay and Waiver.** No failure on the part of Beneficiary to exercise, and no delay in exercising, any right under this Guaranty will operate as a waiver any right under this Guaranty; nor will any single or partial exercise of any right under this Guaranty preclude any other or further exercise of the right under this Guaranty or the exercise of any other right. The remedies provided in this Guaranty are cumulative and not exclusive of any remedies provided by law.

**4.4. Expenses.** Guarantor agrees to pay or reimburse Beneficiary and any permitted assignees of Beneficiary on demand for its reasonable costs, charges, and expenses (including reasonable fees and expenses of counsel) incurred in connection with the enforcement of this Guaranty or caused by any breach by Guarantor of any of its obligations under this Guaranty, including any actions taken in any bankruptcy or insolvency proceedings, if Guarantor is required to pay under this Guaranty.

**4.5. Entire Agreement; Amendments; Other Guarantees.** This Guaranty and any agreement, document, or instrument attached to this Guaranty or referred to in this Guaranty integrate all the terms and conditions mentioned in or incidental to this Guaranty and supersede all oral negotiations and prior writings in respect to the subject matter of this Guaranty. In the event of any conflict between the terms and conditions of this Guaranty and any related agreement, document, or instrument, the terms and conditions of this Guaranty will prevail. This Guaranty may only be amended or modified by an instrument in writing signed by each of Guarantor and Beneficiary and any permitted assignees of Beneficiary. Without limiting the preceding in this Section 4.5 (*Entire Agreement; Amendments; Other Guarantees*): (i) this Guaranty will not release, modify, revoke, or terminate any other guaranty existing previously, now, or in the future executed by Guarantor; nor will any other guaranty previously, now, or in the future executed by Guarantor release, modify, revoke, or terminate this Guaranty; and (ii) all of Guarantor's liabilities and obligations and Beneficiary's rights and remedies under this Guaranty are in addition to and cumulative with those under any other guaranty executed by Guarantor in favor of Beneficiary or any affiliate of Beneficiary on or about the Effective Date or at any other time.

**4.6. Headings.** The headings of the various Sections of this Guaranty are for convenience of reference only and will not modify, define, or limit any of the terms or provisions in this Guaranty.

**4.7. Governing Law; Consent to Jurisdiction.**

**4.7.1. Governing Law.** This Guaranty will be construed and interpreted, and the rights of the parties determined, in accordance with the laws of the state of Georgia, without giving effect to principles of conflicts of law that would require the application of the laws of another jurisdiction.

**4.7.2. Consent to Jurisdiction.** Guarantor irrevocably and unconditionally: (i) agrees that the exclusive jurisdiction for any suit, action, or other legal proceeding arising out of this Guaranty will be

brought in the United States District Court for the Northern District of Georgia or in any Georgia State court of general jurisdiction in Fulton County, Atlanta, Georgia; (ii) consents to the jurisdiction of those courts in those suits, action, or proceeding; and (iii) waives any objection that the Person may have to the laying of venue of the suit, action, or proceeding in the court.[ **Applicable Only to Foreign Guarantor:** Guarantor and Beneficiary further agree that a final judgment in any action or proceeding arising out of or relating to this Guaranty will be conclusive and may be enforced in any other jurisdiction within or outside the Untied States by suit on the judgment, a certified or exemplified copy of which will be conclusive evidence of the fact and the amount of indebtedness or liability therein described, or in any other manner provided by applicable law.]

**4.7.3. [Applicable Only to Foreign Guarantor: Guarantor's Process Agent.** Guarantor irrevocably designates, appoints and empowers [_____ Georgia, ____ United States of America] as its authorized agent to receive on its behalf and on behalf of its property service of copies of the summons and complaint and any other process which may be served in any action or proceeding between Beneficiary and Guarantor arising out of or relating to this Guaranty. The service may be made by mailing or delivering a copy of the process in care of the process agent, and Guarantor irrevocably authorizes and directs its designated process agent to accept the service on its behalf. Guarantor further agrees that failure by a process agent appointed in accordance with this section to notify Guarantor of the process will not invalidate the process or service or the proceeding concerned. Despite the preceding sentences, nothing in this Guaranty will affect the rights of either party to serve process in any other manner permitted by applicable law. Guarantor will maintain the process agent, or any other Person located within the State of Georgia as may be acceptable to Beneficiary, as its agent for service of process in the State of Georgia during the duration of this Guaranty and twelve months after, at Guarantor's sole cost and expense. If for any reason, the appointed process agent is no longer acting as process agent, Guarantor must promptly (and in any event within seven Days) appoint a replacement agent in the State of Georgia as its authorized agent to receive on its behalf and on behalf of its property, service of copies of the summons and complaint and any other process which may be served in any action or proceeding between Beneficiary and Guarantor arising out of or relating to this Guaranty. If Guarantor fails to appoint a replacement process agent as provided in this Section 4.7.3, Beneficiary may appoint the replacement process agent on behalf of Guarantor, at Guarantor's sole cost and expense.]

**4.7.4. [Applicable Only to Foreign Guarantor: Payment in U.S. Dollars; Judgement Currency.** This Guaranty is made by the Guarantor regarding a transaction in which the specification of payment in United States Dollars ("**Dollars**") and payment at the designated place of payment is of the essence, and Dollars will be the currency of accounting in all events. The payment obligations of the Guarantor under this Guaranty will not be discharged by any amount paid in another currency or in another place, whether in accordance with a judgment or otherwise, to the extent that any amount paid on conversion to Dollars and transferred to the designated place of payment under normal banking procedures does not yield the amount of Dollars due under this Guaranty.]

**4.7.5. [Applicable Only to Foreign Guarantor: Withholding Taxes.**

**A.** Each payment by Guarantor to Beneficiary in accordance with this Guaranty must be made free and clear of, and without deduction or withholding for or on Beneficiary of, any present or future taxes, duties, assessments, fees, deductions, withholding, levies, imposts, or charges of whatsoever nature (other than taxes imposed on income or gross revenue), together with any liabilities (including penalties, interest and expenses) in regarding the preceding imposed or levied by or on behalf of the government of any jurisdiction(s) in which the Guarantor is organized, headquartered, or conducting business, or any political subdivision of the government or any authority or agency of the government having the power to tax ("**Withholding Taxes**"), unless the deduction or withholding is required by the laws of any jurisdiction(s) in which the Guarantor is organized, headquartered, or conducting business, or any province or political subdivision of the jurisdiction(s) or by the administrative practice of any taxing authority. If any such deduction or withholding is required, or if no such deduction or withholding is required but Withholding Taxes are otherwise payable concerning the payment, Guarantor must:

**(i).** Pay any additional amount to Beneficiary as may be necessary to ensure that Beneficiary receives and retains a net sum after such deduction, withholding, or payment of Withholding Taxes (including any deduction, withholding, or payment of Withholding Taxes regarding the additional amount), free from any liability regrading the Withholding Taxes,

equal to the sum that Beneficiary would have received and retained had no such deduction or withholding of Withholding Taxes been made or required to be made and had no such Withholding Taxes been payable;

**(ii).** Deduct the Withholding Taxes from the payment:

**(iii).** Pay the full amount deducted to the relevant authority on account of the Withholding Taxes within the time provided under, and otherwise in accordance with applicable law or any jurisdiction; and

**(iv).** Promptly after the date the Withholding Taxes are due under the applicable law of any jurisdiction, deliver to Beneficiary the forms prescribed by the relevant authority of the Withholding Taxes.

**B.** Without duplication of Section 4.7.5.a above, Guarantor agrees to indemnify and hold harmless Beneficiary for any Withholding Taxes that may become payable by Beneficiary concerning any payment made by Guarantor under this Guaranty. Without limiting the generality of the preceding sentence, if:

**(i).** Guarantor or Beneficiary is assessed or reassessed by any applicable taxing authority for any Withholding Taxes regarding any payment made by the Guarantor under this Guaranty, Guarantor must pay the Withholding Taxes together with interest or penalties on the Withholding Taxes to the taxing authority on behalf of Beneficiary and without recourse against Beneficiary within 30 Days of demand by Beneficiary; or

**(ii).** Beneficiary pays any Withholding Taxes regarding any payment made by Guarantor under this Guaranty, Guarantor agrees to indemnify Beneficiary upon receipt of the notice called or in Section 4.7.5.D. below.

**C.** Without duplication of Section 4.7.5.A. or B. above, Guarantor agrees to indemnify and hold harmless Beneficiary for any additional taxes on net income that Beneficiary may be obligated to pay because of the receipt by it or payment by Guarantor of any amount under this Section 4.7.5.

**D.** Beneficiary will promptly notify Guarantor of any Withholding Taxes that Beneficiary has paid or received an assessment or reassessment from any applicable taxing authority and for which the Guarantor is required to indemnify it in accordance with this Section 4.7.5 and of the amount payable to it by Guarantor this Section 4.7.5, and Guarantor will indemnify Beneficiary within 60 Days of receipt of such notice. Beneficiary will reasonably determine the amount payable to it, will contest in good faith any taxes that Beneficiary believes in good faith are not assessable, and the determination will, absent manifest error, be final and binding on Guarantor.

**E.** Guarantor's obligations under this Section 4.7.5 will survive for one year following termination of this Guaranty and the payment of all amounts payable under other provisions of this Guaranty.

**4.7.6. [Applicable Only to Foreign Guarantor: Waiver of Objection to Venue. GUARANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT GUARANTOR MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING BETWEEN THEM ARISING OUT OF OR RELATING TO THIS GUARANTY BROUGHT IN ANY COURT IN OR OF THE STATE OF GEORGIA, AND HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY COURT IN OR OF THE STATE OF GEORGIA HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.]**

**4.7.7. [Applicable Only to Foreign Guarantor: Waiver of Immunity. TO THE EXTENT THAT GUARANTOR HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT IN THE STATE OF GEORGIA OR FROM ANY LEGAL PROCESS THEREIN, GUARANTOR HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, SUCH IMMUNITY AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE, OR OTHERWISE, IN ANY SUCH SUIT, ACTION OR PROCEEDING, THE DEFENSE OF SOVEREIGN IMMUNITY, OR ANY CLAIM: THAT (1) GUARANTOR IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE COURTS IN THE STATE OF GEORGIA BY REASON OF SOVEREIGN IMMUNITY OR OTHERWISE; (2) GUARANTOR IS IMMUNE FROM ANY LEGAL PROCESS**

**(WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO THE JUDGMENT, ATTACHMENTS IN AID OF EXECUTION, EXECUTION OR OTHERWISE) REGARDING ITSELF OR ITS PROPERTY, BY REASON OF SOVEREIGN IMMUNITY; (3) THAT ANY ACTION IS BROUGHT IN AN INCONVENIENT FORUM; (4) THAT THE VENUE OF ANY ACTION IS IMPROPER; OR (5) THAT THIS GUARANTY MAY NOT BE ENFORCED IN OR BY A FEDERAL COURT IN THE STATE OF GEORGIA. THE GUARANTOR EXPRESSLY ACKNOWLEDGES THAT THE FOREGOING WAIVERS AND SUBMISSIONS TO JURISDICTION ARE INTENDED TO BE IRREVOCABLE UNDER THE LAWS OF THE STATE OF GEORGIA AND OF THE UNITED STATES OF AMERICA AND OF THE LAWS APPLICABLE TO THE GUARANTOR, INCLUDING THE LAWS OF THE JURISDICTION IN WHICH THE GUARANTOR IS ORGANIZED.]**

**4.7.8. Waiver of Right to Jury Trial. GUARANTOR UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO, THIS GUARANTY, OR THE ACTIONS OF BENEFICIARY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT OF THIS GUARANTY.**

**4.8. Severability.** Any provision of this Guaranty that is prohibited or unenforceable will be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions of this Guaranty.

**4.9. Execution and Attestation.**

**4.9.1. Electronic Signature.** This Guaranty may be executed by handwritten signature or Electronic Signature. An "**Electronic Signature**" is any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Person with the intent to sign the record, including facsimile or e-mail electronic signatures. Guarantor acknowledges that electronic records and Electronic Signatures may be used in connection with the execution of this Guaranty and Electronic Signatures transmitted by electronic mail in so-called ".pdf" format will be legal and binding and has the same full force and effect as if a paper original of this Guaranty had been delivered and signed using a handwritten signature. Guarantor: (i) agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Guaranty and to have the same effect as a handwritten signature; (ii) intends to be bound by the signature (whether original, faxed, or electronic) on any document sent or delivered by facsimile, electronic mail, or other electronic means; (iii) is aware that Beneficiary will rely on the signatures; and (iv) waives any defenses to the enforcement of the terms of this Guaranty based on the forms of signature described in this Section 4.9 (*Execution and Attestation*). If Guarantor executes this Guaranty by Electronic Signature, Guarantor expressly consents under the Electronic Signatures in Global and National Commerce Act ("**E-SIGN**"), and Uniform Electronic Transactions Act as enacted in the state of Georgia ("**UETA**"), that a signature by fax, email, or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA regarding this transaction.

**4.9.2. Digital or Electronic Signature.** In addition to his Guaranty, any other documents to be delivered in connection with this Guaranty may be executed by handwritten signature or Electronic Signature. Guarantor acknowledges that any digital or Electronic Signature (including pdf, facsimile, or electronically imaged signatures provided by DocuSign or any other digital signature provider) appearing on this Guaranty or other documents to be delivered in connection with this Guaranty are the same as handwritten signatures for the purposes of validity, enforceability, or admissibility, and that delivery to Beneficiary of an Electronic Signature, or a signed copy of, this Guaranty and related documents may be made by facsimile, email, or other electronic transmission.

Guarantor has caused this Guaranty to be executed and delivered under seal by its authorized representative as of Effective Date.

**#GuarantorLegalName#**

By: _____

Name

Printed: _____

Title: _____

Date: _____

# EXHIBIT D – VIE CERTIFICATION

## CERTIFICATION OF WHETHER THE PPA WILL REQUIRE DECONSOLIDATION BY SELLER WITH RESPECT TO VARIABLE INTEREST ENTITY

**AGREEMENT – Energy Only Power Purchase Agreement for CARES 2025 Utility Scale RFP at #FacilityName#** dated as of _____ ___, 20__ between **Georgia Power Company** ("**GPC**"), and **#SellerLegalName#** ("**Seller**") (the "**PPA**"). Capitalized terms used herein have the meaning assigned in the PPA.

The undersigned individual, being the Chief Financial Officer of Seller[2] and having responsibilities for financial accounting matters associated with the PPA, certifies that the PPA WILL (_____)/WILL NOT (_____) require Seller, over the Term and based on U.S. Generally Accepting Accounting Principles in effect as of the date of this certificate, to deconsolidate on its books and records any assets, liabilities, cash flow, profits, or losses of Seller as a result of GPC being determined to be the Primary Beneficiary. My determination of the most likely accounting treatment of this transaction results from my personal consideration after necessary discussions with relevant officers of Accounting Standards Codification ("**ASC**") Topic 810, Consolidation, and the following factual matters:

1) Seller's accounting policies, procedures, and internal controls are sufficient to provide GPC with an appropriate basis for confirming the information contained herein.

   _____Yes
   _____No (please explain)

   *Explain:*_____

2) Seller qualifies for one of the scope exceptions listed in paragraphs 810-10-15-12 and 810-10-15-17 of ASC Topic 810.

   _____Yes
   _____No (please explain)

   *Explain:*_____

3) Seller is financed with equity equal to or greater than 10% of Seller's total assets per paragraphs 810-10-25-45 to 47 of ASC Topic 810.

   _____Yes
   _____No (please explain)

   *Explain*:_____

4) The PPA revenues correlate with fluctuations in Seller's operating cash flows (operating expenses).

   _____Yes
   _____No (please explain)

   *Explain*:_____

5) The PPA reduces variability in the fair value of Seller's assets, for example by absorbing fuel or electricity price risk.

   _____Yes
   _____No (please explain)

[2] If Seller's business structure does not designate an officer with this or a similar title, Seller must provide written documentation affirming the authority of the individual who attests to this certification.

*Explain*:_____

6) The PPA Term is for greater than 50% of the remaining economic life of the unit.

_____Yes
_____No

7) The PPA is for substantially all of the proposed Facility's productive output.

_____Yes
_____No

8) GPC and its affiliates participated significantly in the design or redesign of the Facility.

_____Yes
_____No

9) The percentage that the Facility's fair value represents, of the fair value of the proposed Seller's total assets, is approximately;

_____%

10) The Facility is essentially the only source of payment for specified liabilities or specified other interest (there is specific debt associated with the Facility).

_____Yes
_____No

**Certification**

**The above information (and any attachments) has been completed in full and agrees with our records as of the date of this Certification.**

**#SellerLegalName#**

By: _____

Name Printed: _____

Title: _____

Date: _____

# EXHIBIT E – FINANCE LEASE CERTIFICATION

## CERTIFICATION AS TO CERTAIN FACTUAL STATEMENTS RELATED TO PROPOSED TRANSACTION WITH RESPECT TO FINANCE LEASE TREATMENT

*(While completion of this certification is a requirement, the assertions herein are relevant only if a lease is identified in accordance with Accounting Standard Codification ("**ASC**") Topic 842, Leases.)*

**AGREEMENT – Energy Only Power Purchase Agreement for CARES 2025 Utility Scale RFP at #FacilityName#** dated as of _____ ___, 20__ between **Georgia Power Company** ("**GPC**") and **#SellerLegalName#** ("**Seller**") (the "**PPA**"). Capitalized terms used herein have the meaning assigned in the PPA.

The undersigned individual, being the Chief Financial Officer[3] of _____ and **[having responsibilities/based on information I have received from individuals responsible]** for financial accounting matters arising from this PPA, based on my personal consideration after necessary discussions with relevant officers of factual matters hereby certifies the following based on my understanding of ASC Topic 842, Leases.

1. The PPA DOES (_____)/DOES NOT (_____) transfer ownership of the Underlying Asset at or by the end of the PPA Term as described in paragraph 842-10-25-2(a) of ASC Topic 842.

2. The PPA DOES (_____)/DOES NOT (_____) contain a purchase option for the Underlying Asset that is reasonably certain to be exercised as described in paragraph 842-10-25-2(b) of ASC Topic 842.

3. The PPA Term IS (_____)/IS NOT (_____) equal to the major part or 75% or more of the estimated remaining economic life of the Underlying Asset offered as described in paragraph 842-10-25-2(c) of ASC Topic 842.

4. The present value of the minimum lease payments allocated to the Underlying Asset at the beginning of the PPA Term IS (_____)/IS NOT (_____) greater than or equal to substantially all or 90% of the fair value of the Underlying Asset offered as described in paragraph 842-10-25-2(d) of ASC Topic 842.

5. The Underlying Asset IS (_____)/IS NOT (_____) of such a specialized nature that it is expected to have no alternative use to the lessor at the end of the PPA Term as described in paragraph 842-10-25-2(e) of ASC Topic 842.

If I have responded in the affirmative to one or more of the above factual statements, I have attached a good faith statement of the dollar amounts that the Company would be required to capitalize and the residual value of the Underlying Asset at the end of the Term.

**Certification**

**The above information (and any attachment) agrees with Seller's records as of the date of this Certification.**

**#SellerLegalName#**

By: _____

Name Printed: _____

Title: _____

Date: _____

[3] *If Seller's business structure does not designate an officer with this or a similar title, Seller must provide written documentation affirming the authority of the individual who attests to this certification.*

## EXHIBIT F – FACILITY DESCRIPTION AND ADDITIONAL DETAILS

Site: #Street Address#

#City, State, Zip Code#

The GPS Coordinate location is _____ latitude and _____ longitude.

IC-#InterconnectionID#

Facility Size: #___# MW

Interconnection Limit: #___# MW (AC)

The Facility includes the following: [Description to be provided by Seller and conformed to the Bid. For example, for solar facilities: Panel Type, Tracking or Fixed, and Panel Tilt]

# EXHIBIT G – SEASONAL AND ANNUAL ENERGY CONTRACT AMOUNT

| Annual Period | Seasonal Energy Contract Amount (MWh) | | Annual Energy Contract Amount (MWh) |
|---|---|---|---|
| | On-Peak | Off-Peak | |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |
| 15 | | | |
| 16 | | | |
| 17 | | | |
| 18 | | | |
| 19 | | | |
| 20 | | | |
| 21 | | | |
| 22 | | | |
| 23 | | | |
| 24 | | | |
| 25 | | | |
| 26 | | | |
| 27 | | | |
| 28 | | | |
| 29 | | | |
| 30 | | | |

Seller has taken into consideration any equipment degradation in the amounts reflected above.

On-Peak Season includes 7 months: January, February, June, July, August, September, and December.

Off-Peak Season includes 5 months: March, April, May, October, and November.

# EXHIBIT H – TRANSFER OF INFORMATION ACKNOWLEDGEMENT

**#SellerLegalName#** ("**Seller**") and **Georgia Power Company** ("**GPC**") have entered into the **Energy Only Power Purchase Agreement for CARES 2025 Utility Scale RFP at #FacilityName#** dated as of _____ ___, 20__(the "**PPA**"). The PPA contemplates Seller will provide GPC or GPC's affiliate, Southern Company Services, Inc. ("**SCS**") as agent for the transmission-owning subsidiaries of Southern Company (GPC, Alabama Power Company, and Mississippi Power Company) with certain information that could be considered to be non-public information that potentially has implications under the Federal Energy Regulatory Commission ("**FERC**") Standards of Conduct.

Seller acknowledges that the information is being provided for the purposes of operational implementation and administration of the PPA (which includes conducting GPC's system operations and dispatch functions) and will be utilized by individuals in both Transmission/Distribution and energy affiliate/wholesale marketing unit functions under the FERC Standards of Conduct.

The individuals within the Southern Company organizations indicated above may use the information only for the purposes of implementing and administering the PPA (including conducting GPC's system operations and dispatch functions). Seller understands that such information will not be used or disseminated in any manner contrary to the confidentiality provisions in the PPA or in violation of the FERC Standards of Conduct.

Seller's provision of this information has not been and is not being provided in exchange for any preferential treatment, either operational or rate-related, by SCS or by any of the transmission-owning subsidiaries of Southern Company. Seller also acknowledges that Seller is not providing the information under duress or coercion. In accordance with FERC requirements, SCS may post on Southern Company's Open Access Same-time Information System (OASIS) the fact of Seller's consent to the provision of the information specified above to specific employees that may be employed within organizational units deemed to be energy affiliates/wholesale marketing units under the FERC Standards of Conduct.

Acknowledged on behalf of Seller by its authorized representative signing below:

**#SellerLegalName#**

By: _____

Name Printed: _____

Title: _____

Date: _____

## EXHIBIT I – FACILITY ONE-LINE DIAGRAM

[Insert one-line diagram for Facility]

# EXHIBIT J – PERFORMANCE METRICS AND PERFORMANCE REQUIREMENTS

## 1. AGC Performance Requirements

GPC will perform the necessary calculations for each of the AGC Status Performance Metric and the Root Mean Squared Error (RMSE) for the Facility to determine whether Seller has achieved the AGC Status Performance Requirement and the AGC Setpoint Response Performance Requirement, respectively.

### A. AGC Status Performance Requirement.

The "**AGC Status Performance Requirement**" for each Month is that the AGC Status Performance Metric for the Month must equal 90%, or greater. GPC will calculate the AGC Status Performance Metric for each Month as follows:

$$\textbf{AGC Status Performance Metric} = \left[\frac{\sum_{i=1}^{n} (\text{AGC Status}_i)}{n}\right] * 100$$

Where:

n = total 6-second AGC periods in the Month when generation >0MW or AGC Setpoint = 0MW (e.g., includes all solar hours when Potential High Limit > 0 MW);

i = 6-second data point; and

"**AGC Status**" = "1" if the Facility is in AGC mode and capable of responding to GPC's AGC Setpoint signal, or "0" if the Facility is not in AGC mode and is not capable of responding to GPC's AGC Setpoint signal. Only 6-second AGC periods when generation > 0MW or AGC Setpoint = 0MW will be included.

### B. AGC Setpoint Response Performance Requirement.

The "**AGC Setpoint Response Performance Requirement**" for each Month is that the Root Mean Squared Error (RMSE) for the Month must be less than or equal to 5. Upon request of either Party the Operating Committee may relax the RMSE requirement of 5 based on performance factors that affect the RMSE. This adjustment must be agreed by the members of the Operating Committee, which agreement may not be unreasonably withheld, conditioned, or delayed, and will be documented in the PPA Operating Procedures. The RMSE for each Month will be calculated as follows:

$$\textbf{Facility RMSE} = \sqrt{\frac{\sum_{i=1}^{n} (\text{AGC Setpoint}_i - (\text{Facility Output})_i)^2}{n}}$$

Where:

n = total 6-second AGC periods in the Month for which there was a Curtailment implemented by AGC;

i = 6-second data point;

"**AGC Setpoint**" = AGC Setpoint value (MW) for the 6-second AGC period; and

"**Facility Energy Output**" = the energy (MW) output from the Facility at the POI for the 6-second AGC period

Any 6-second period during which there is no Curtailment implemented by AGC will be excluded from the calculation of RMSE.

# EXHIBIT K – AGC MINIMUM DATA REQUIREMENTS[4]

Seller is responsible for operating the Facility and producing or receiving and delivering energy in compliance with GPC's AGC Setpoint signals. Seller must telemeter at all times during the operation of the Facility, and GPC's AGC Setpoint signal will include, the maximum Rate of Change as a limiting factor for changes in energy output. For purposes of this Exhibit K, 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 Exhibit 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.

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

**Solar Data Points**

- **From GPC to Facility**

  a) Solar Setpoint (MW)

- **From Facility to GPC**

  a) 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)

  b) All High-Side (Transmission Level 46kV & above) device status (Breakers, Switches, disconnects states (OPEN/CLOSED)

  c) 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)

  d) 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)

  e) Plant Level Ramp Rate (MW/minute)

  f) Plant Voltage Regulation Mode Status (Auto/Manual)

  g) Reactive Support (MVARs) at Zero power Status (ENABLED/DISABLED)

  h) Solar on AGC signal (ENABLED/DISABLED)

  i) Operating High Limit (MW)

[4] *This Exhibit has been prepared for a solar facility. If a different technology is utilized at the Facility, this Exhibit will be revised accordingly to reflect comparable requirements.*

j) High Limit (MW)

k) High Limit Status (Normal/Alarm)

l) Potential High Limit (MW)

m) Operating Low Limit (MW

n) Low Limit Status (Normal/Alarm)

o) Solar AGC Ramp Rate Increase (+MW/min)

p) Solar AGC Ramp Rate Decrease (-MW/min)

q) Setpoint Feedback (MW)

r) Station Service Power (MW)

s) Number of inverters available

t) Number of inverters producing power

u) Number of inverters tripped

v) Number of inverters not communicating

w) Number of inverters out of service

x) 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 GPC (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 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 (PHL), 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 IA. 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 IA.

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

This is the maximum allowable ramp rate per the IA. 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 POI 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 POI 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.

**Present State of Charge (MWh)**

This will be a value representing the actual State of Charge and range from 0 to the SDOE for the device.

**Average Site Cell Temperature, if available (°C)**

This will be a value indicating average site cell temperature provided as degrees Fahrenheit.

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

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

**% of stacks in service**

This will be a value indicating the number of battery stacks/racks in service and expressed as a percentage.

**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.

# EXHIBIT L – NOTICES

**Address for delivery of ~~Upgrade Security in accordance with Section 2.4 (*Grid Cost Improvements*) and~~ Eligible Collateral for Performance Security in accordance with Section 5.5 (*Delivery of Eligible Collateral for Performance Security*):**

Assistant Treasurer
Georgia Power Company
c/o Southern Company Services Inc.
BIN SC1407
30 Ivan Allen Jr. Blvd.
Atlanta, Georgia 30308

**Addresses for delivery of Notices to the Parties in accordance with Section 18.12 (*Notice*):**

***In accordance with PPA Section 18.12, all notices must include the GPC project identification number referenced in this PPA's title and the Facility name.***

Georgia Power Company
Attention: _____
241 Ralph McGill Boulevard N.E.
Bin [_____]
Atlanta, Georgia 30308
Email: _____

With copies to:

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

And if given to Seller will be addressed to:

_____
Attention: _____
_____
_____
Email: _____

With copies to:

_____
Attention: _____
_____
_____
Email: _____

# EXHIBIT M – REQUIREMENTS FOR PPA FACILITY[5]

This document describes GPC's required characteristics for the Facility. This document does not include all the legal, regulatory, and technical requirements for the Facility but outlines minimum requirements. Seller is required to execute this document acknowledging the following:

## I. Solar Photovoltaic

### A. Hydrology and Site Drainage

- Site grading must ensure positive drainage of the Site.
- Site design must ensure no flooding, no standing water, and no increase in flows offsite.
- The drainage design and all stormwater controls must be sized for a 100-year, 24-hour rain event.
- No portion of the Facility may be located in a floodplain without the proper permit(s) from the appropriate Governmental Authority.
- The construction contract scope must include responsibility of contractor to close out the National Pollutant Discharge Elimination System (NPDES) permit.

### B. Site Grading and Stabilization

- Measures must be in place to prevent sediment loss.
- Permanent site vegetation complying with the requirements of any authority having jurisdiction and site stabilization must be completed before demobilizing.

### C. Facility Design

- Equipment must be sized to deliver rated Facility nameplate power at the POI, accounting for worst-case local historical ambient temperature.
- Reactive power requirement must be solely met by the inverters without the use of capacitor banks.
- All equipment enclosures (e.g., combiner boxes) must be tamperproof and lockable (e.g., a special tool or key is required to open the equipment enclosure).
- Hurricane resistance rating and restoration plan.

### D. Major Equipment Vendors

- Major equipment vendors must demonstrate quality and performance and be prepared to perform future warranty and maintenance work.
- Major equipment must be manufactured in factories certified to both IEC TS 62941 and ISO 9001.

### E. PV Module

- Solar modules must be sourced from Bloomberg New Energy Finance (BNEF) Tier 1 photovoltaic manufacturers.
- Highly Accelerated Life Test (HALT) report (PVEL or equivalent) for the project specific module proposed shall be provided from independent third-party testing agency.
- Module manufacturing location and project specific Bill of Material (BOM) combination shall be provided.

### F. Inverter

- Inverters must be listed to latest version of UL1741-SB.

---

[5] *This Exhibit has been prepared for a solar facility. If a different technology is utilized at the Facility, this Exhibit will be revised accordingly to reflect comparable requirements.*

- Inverter shall be specified with options that maximizes its grid disturbance ride-through capability.

G. Inverter Step-up Transformer

- Transformers must be two-winding.
- Internal busbars and terminations/bushings shall be the same material as the winding.
- Electrostatic shielding shall be provided between each winding.
- All transformers must be tested in accordance to IEEE C57.12.00 and C57.12.90.
- Oil reservoir for spill containment must be provided for each transformer in accordance with the Spill Prevention, Control, and Countermeasure (SPCC) Rule.

H. Reserved

I. Grounding

- Dual grounding must be provided in all cases with an equipment grounding conductor (for a reliable ground fault current return path) and an additional local safety ground (for limiting touch potential), as per the requirements of the NESC and IEEE 80 for limiting touch and step potentials inside substations & generation facilities.
- At a minimum, two separately routed ground connections shall be provided between the generating facility and the project substation.
- Grounding study and surge mitigation assessment shall be conducted.

J. PV Monitoring

- Meteorological and performance monitoring equipment/system must conform to IEC61724 and the requirements defined for a Class A (high) accuracy monitoring system.
- Table 4 of IEC61724 will be used to determine the minimum number of devices required. At minimum two devices of each measurement type must be provided.
- Soiling stations utilizing full sized modules are recommended for Southeast region.

K. Testing and Commissioning

- Facility balance of system shall be commissioned to ANSI/NETA Electrical Commissioning Specifications.
- At a minimum, Operational Test and Capacity Test (ASTM Based) shall be performed for PV facilities.
- Aerial IR scan of the PV facility shall be performed.

L. Main Power Transformer

- RIS-type bushings are preferred, but not required.
- Transformer will be tested per IEEE C57.12.00 and C57.12.90.
- Transformer overload capability must be unlimited by components (i.e., bushing ratings, DETC rating, etc.)
- The transformer tank design must be in accordance with IEEE C57.156 Table 1 to mitigate tank rupture in the event of a high-energy arcing fault internal to the tank.

M. Facility Substation

- Facility substations must meet safety requirements of the NESC-2023 and comply with the design principles set forth ASCE 7, ASCE 113, IEEE 605, and IEEE 80.
- Facility substations must be commissioned to NETA ATS 17 standards.
- All bus and cable sizes must be designed with a maximum operating temperature of 80 °C with a 40 °C ambient, with no sun and 2 ft/s wind.

- Spatial separation from oil-filled electrical equipment must be compliant with IEEE 979-2012.

N. Cyber Security

- Facility connectivity must be in compliance with NERC CIP policies.

O. End-of Life Disposal

- The Toxicity Characteristic Leaching Procedure (TCLP) testing procedure and results for modules must be submitted.
- Description of the end-of-life disposal/recycling plan must be included.

**II. Acknowledgment:**

Seller hereby confirms that it will meet these requirements and provide evidence of Seller's compliance with all referenced information to GPC upon request.

**#SellerLegalName#**

By: _____

Name Printed: _____

Title: _____

Date: _____

# EXHIBIT N – FORM OF COMMERCIAL OPERATION COMPLETION CERTIFICATE

Georgia Power Company
Renewable Development Project Manager
Bin 10196
241 Ralph McGill Blvd.
Atlanta, Georgia 30308

Re: Commercial Operation Completion Certificate – **Energy Only Power Purchase Agreement for CARES 2025 Utility Scale RFP at #FacilityName#** dated as of _____ ___, 20__ between **Georgia Power Company** ("**GPC**") and **#SellerLegalName#** ("**Seller**") (the "**PPA**").

In accordance with PPA Section 2.3.3 (*COD*), Seller certifies to GPC that Seller fully satisfied the following criteria for Commercial Operation of the Facility:

**(i)** Seller has demonstrated to GPC's reasonable satisfaction that the Facility is capable of producing and delivering all of the Energy obligated to be delivered pursuant to the PPA to the Point of Delivery on a reliable basis in accordance with the Interconnection Agreement and Prudent Industry Practices;

**(ii)** the Facility's AGC system, as approved by GPC under PPA Section 4.12 (*AGC*), is completely installed and fully operational and is connected to GPC's AGC RTU, and Seller has demonstrated to GPC that the Facility is capable of responding to and following GPC's AGC Setpoint signals and that the Facility's AGC system otherwise satisfies PPA Section 4.12 (*AGC*) and PPA Exhibit K (*AGC Minimum Data Requirements*);

**(iii)** the Facility's PHL estimation system, as approved by GPC under PPA Section 4.14 (*Potential High Limit; Curtailed Energy*), is completely installed and fully operational and Seller has provided to GPC a detailed analysis and verification pursuant to PPA Section 4.14 that demonstrates that the PHL estimation system is capable of satisfying the performance and accuracy requirements of PPA Section 4.14;

**(iv)** GPC is able to receive such Energy at the Point of Delivery on a reliable basis in accordance with Prudent Industry Practices;

**(v)** Seller has delivered to GPC a certificate from a responsible officer of Seller that is reasonably acceptable to GPC, stating that the Facility has been designed, engineered, constructed, and tested in accordance with Prudent Industry Practices and the terms of the PPA, including the Facility Technical and Design Requirements;

**(vi)** Seller has delivered to GPC all as-built drawings with respect to the Facility, as may be requested by GPC; [and]

**(vii)** Seller has delivered to GPC a certificate from a responsible officer of Seller that is reasonably acceptable to GPC certifying that Seller is in compliance with the Interconnection Agreement and Seller has obtained all applicable Consents required under applicable law to be obtained by Seller at the time of Commercial Operation of the Facility for the construction, ownership, operation and maintenance of the Facility in accordance with this PPA; [and]

**(viii)** [If the Facility is interconnecting to an Electric System outside the SBAA, Seller has delivered to GPC a certificate from a responsible officer of Seller that is reasonably acceptable to GPC confirming that Firm Transmission Service has been procured from the COD throughout the Term.] ***[NOTE: Delete if Facility is interconnecting to the Southern Transmission Territory.]***.

Seller certifies that Commercial Operation of the Facility was achieved as of **#CommercialOperationDate#**[6]. Seller agrees to provide photographs of the Facility and Site at GPC's request. The electrical inspection

[6] *The date inserted by Seller must be the date Seller uploads this Commercial Operation Completion Certificate to PowerClerk. The date that GPC receives this Commercial Operation Completion Certificate will be deemed the Commercial Operation Date, so long as GPC agrees with Seller's representation, in which case GPC will confirm the date in PowerClerk. If GPC does not agree with Seller's representation, GPC will notify Seller by email and Seller must resubmit this Commercial Operation Completion Certificate when Commercial Operation is achieved, and the process will repeat itself until Seller achieves Commercial Operation.*

documentation in support of Seller's certification of Commercial Operation is attached. Seller grants to GPC and its agents, affiliates, successors, and assigns an irrevocable, worldwide, royalty-free, and unrestricted right and license to use, duplicate, modify, sublicense, distribute, display, and otherwise engage the photographs and related intellectual property, including the creation of derivative works. Seller represents and warrants that it has the exclusive right to grant the license to GPC for the purposes stated in the PPA.

**#SellerLegalName#**

By: _____

Name Printed: _____

Title: _____

Date: _____

# EXHIBIT O – ENVIRONMENTAL COMPLIANCE CERTIFICATION

## CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

**AGREEMENT – Energy Only Power Purchase Agreement for CARES 2025 Utility Scale RFP at #FacilityName#** dated as of _____ ___, 20__ between **Georgia Power Company** ("**GPC**"), and **#SellerLegalName#** ("**Seller**") (the "**PPA**"). Capitalized terms used herein will have the meaning assigned in the PPA.

The undersigned individual, being the [●][7] of Seller and having responsibilities for [*environmental compliance and reporting*] matters associated with the PPA, certifies to the following:

1. There have been no changes in the design of the Facility that resulted in or, to the best of my knowledge after reasonable inquiry, are expected to result in, additional impacts to environmental sensitivities that have not been previously disclosed in writing to GPC.
   _____Yes

   _____No (please explain)

   Explain:_____

   (a) If "no," a figure set or plan sheets that highlights such changes is attached.

   (b) If "no," copies of all documentation that all necessary Permits have been obtained and/or that the appropriate Governmental Authority coordination has occurred to legally allow for such impacts is attached.
2. A list of Permits for the Facility that were obtained (opened) or Governmental Authority prescriptions that were issued since the previous Certification is attached.
3. A list of Permits for the Facility that were applied for but have not yet been obtained (opened) since the previous Certification is attached.
4. A list of any notices of violation (NOV) that were issued with respect to Seller [or in connection with the Facility], including: (i) the Governmental Authority that issued the NOV, (ii) the status of remediation of the violation; and (iii) if remediation has not been completed, the duration anticipated for resolution is attached. Copies of any NOVs are also attached.
5. Attached is a list identifying (by name and address) any adjacent landowner, lessee or neighbor complaints against Seller or the Facility, as well as: (i) a general description of the complaint; and (ii) plans that Seller took to resolve the complaint or, if not yet resolved, what actions Seller has taken to date, or intends to take, to resolve the complaint, along with a timeline for completing such actions.
6. A list of any Permits and/or other Governmental Authority prescribed actions that have been fulfilled and/or closed since the previous Certification is attached.
7. Except as already referenced or included in an attachment to this Certification, there are no other documents, notices or correspondence from any Governmental Authority indicating that the Facility and the Site is not in compliance with or is not in good standing under, and Environmental Laws, Permit or other Governmental Authority prescribed actions.

**Confirmation**

**The above information (and any attachments) has been completed in full and agrees with our records as of the date of this Certification.**

**#SellerLegalName#**

By: _____

Name Printed: _____

Title: _____

Date: _____

[7] *Certificate to be signed by a duly authorized officer of Seller. Seller must provide written documentation affirming the authority of the individual who attests to this certification.*

# EXHIBIT P – TARIFF CHANGES; IRA CHANGES

**Bid Due Date**: As defined in the 2025 RFP.

**Inflation Reduction Act**: The Inflation Reduction Act of 2022.

**IRA Change**: Any adoption, enactment, promulgation, or issuance of, change in, or new or changed interpretation of, any law occurring after the Bid Due Date but before January 1, 2026 that repeals, in whole or in part, the Inflation Reduction Act, or changes any regulation or administrative guidance implementing the Inflation Reduction Act in a manner that results in Seller (or any owners of an interest in Seller) receiving a reduction in any federal tax attribute arising from ownership of the Facility, including any investment tax credit (ITC), production tax credit (PTC), bonus tax credit, or depreciation deduction, or any grant in lieu of investment tax credit, or any similar financial payment or grant with respect to the Facility that Seller (or any owners of an interest in Seller) would have realized absent such change.

**IRA Credit Losses**: Actual and demonstrated losses, consistent with GAAP, of any investment tax credit, production tax credit, or bonus tax credit or grant, or the benefit thereof, by Seller (or any owners of an interest in Seller) caused directly by Seller's compliance with an IRA Change, and that Seller (or any owners of an interest in Seller) would not have realized but for the IRA Change.

**Recoverable Band**: Amount more than 10% but less than or equal to 20% of the Contract Energy Price multiplied by the Annual Energy Contract Amount for the first Annual Period.

**Tariffs and Duties**: Any import duties, tariffs, anti-dumping duties, or countervailing duties imposed by a Governmental Authority of the United States of America in connection with importing into the United States of America any equipment or materials that is to be incorporated into the Facility, including any duties or tariffs charged on the import of materials or subcomponents incorporated into equipment for the Facility.

**Tariff Change**: Any adoption, enactment, promulgation, or issuance of, new or change in interpretation of, any law regarding Tariffs and Duties payable by Seller in connection with the procurement of equipment or materials for construction of the Facility that became effective on or after the Bid Due Date but before January 1, 2026.

**Tariff Change Expenditures**: Actual and demonstrated additional costs reasonably incurred by Seller in accordance with Prudent Industry Practices as a direct result of a Tariff Change, despite Seller's use of commercially reasonable efforts to avoid or mitigate the additional costs, and that Seller would not have incurred but for the Tariff Change.

**1. Change Notice(s).** If Seller reasonably determines that it (or any owners of an interest in Seller, as applicable) has or will either: (i) incur Tariff Change Expenditures; or (ii) realize IRA Credit Losses, in each case, at least within the Recoverable Band, Seller must notify GPC by no later than January 30, 2026 ("**Change Notice**"). If the Change Notice relates to an IRA Change, it must include: (a) an explanation of the IRA Change; and (b) reasonable documentation supporting Seller's determination that the IRA Credit Losses are at least within the Recoverable Band. If the Change Notice relates to a Tariff Change, then: (I) it must include: (A) an explanation of the Tariff Change; and (B) a reasonable estimation of Seller's anticipated Tariff Change Expenditures, using the table below, with supporting documentation; and (II) within 30 Days after all equipment and materials for construction of the Facility have arrived at the Facility Site, Seller must provide an updated Change Notice ("**Updated Change Notice**") that includes: (1) an explanation of the Tariff Change; and (2) a calculation of Seller's actual Tariff Change Expenditures, using the table below, together with reasonable documentation supporting Seller's determination that the Tariff Change Expenditures are at least within the Recoverable Band. If Seller fails to provide a Change Notice (or updated Change Notice, as applicable) within the time period(s) required above, Seller will be deemed to have waived its right to any claim of IRA Credit Losses or Tariff Change Expenditures, as applicable.

| (A) | (B) | (C) | (D) | (E) | (F) |
|---|---|---|---|---|---|
| Information from Bid Form | Columns A. B and C must be completed at time of signing | | | | |
| Seller: | | | | | |
| Project Name: | | | | | |
| Technology: | | | | | |
| Project Size: | | | | | |
| Estimated Annual Revenue: | | | | | |
| Contract Energy Price: | | | | | |
| Term Length: | | | | | |
| RCOD: | | | | | |
| | | | | | |
| | | Project Costs: Bid Due Date[1] | Project Costs: December 31, 2025 | Project Cost Change (D-C) | Country of Origin (December 31, 2025) |
| Solar Panels | | | | | |
| Inverters | | | | | |
| Construction Steel | | | | | |
| Batteries | | | | | |
| Transformers | | | | | |
| Trackers | | | | | |
| Auxiliary | | | | | |
| [*Seller to complete*] | | | | | |
| [*Seller to complete*] | | | | | |

[1] Based on Bid price of Seller's accepted Bid.

**2. GPC Verification; Change Acceptance and Contract Energy Price Adjustment.** If the Seller's Change Notice or Updated Change Notice, as applicable, indicates that Seller has determined that any Tariff Change Expenditures and IRA Credit Losses, as applicable, collectively are at least within the Recoverable Band, GPC will have 60 Days after receipt of the Change Notice or Updated Change Notice, as applicable ("**Change Review Period**") to verify Seller's determination. Seller must promptly provide any additional information GPC may reasonably request concerning GPC's analysis of or response to Seller's Change Notice. If GPC verifies the Tariff Change Expenditures and IRA Credit Losses, collectively, are at least within the Recoverable Band, GPC will deliver a notice to Seller accepting Seller's Change Notice ("**Change Acceptance**") and Seller will be entitled to recover the Tariff Change Expenditures and IRA Credit Losses, as applicable, collectively within the Recoverable Band through an adjustment to the Contract Energy Price according to the following formula:

Formula Inputs:

$CEP_n$ = Contract Energy Price (in *n*th Annual Period) ($/MWh)
R = Recoverable Band ($)
T = Tariff Change Expenditures ($)
I = IRA Credit Losses ($)
$AECA_1$ = Annual Energy Contract Amount (first Annual Period) (MW)
$AECA_{avg10}$ = Annual Energy Contract Amount (averaged over the first 10 Annual Periods) (MW)
$CEP_{adj,n}$ = Contract Energy Price, adjusted (in *n*th Annual Period, for first 10 Annual Periods) ($/MWh)

The Recoverable Band is the sum of Tariff Change Expenditures and IRA Credit Losses:

$$R = T + I$$

The Recoverable Band will be constrained such that the Recoverable Band is within 10% and 20% of the Contract Energy Price multiplied by the Annual Energy Contract Amount for the first Annual Period:

$$0.10 < \frac{R}{CEP_1 * AECA_1} \leq 0.20$$

Within the first ten Annual Periods, the adjusted Contract Energy Price will be as follows:

$$CEP_{adj,n} = CEP_n + \frac{R - (10\%)(CEP_1 * AECA_1)}{10 * AECA_{avg10}}$$

**3. Adjustment to the Contract Energy Price**. The Parties will adjust the Contract Energy Price within 30 Days after Seller's receipt of GPC's Change Acceptance. If GPC does not accept Seller's Change Notice by the end of the Change Review Period, GPC will be deemed to have rejected it.

**4. Seller Response.** If either: (i) GPC rejects Seller's Change Notice; or (ii) Seller demonstrates that: (a) one or more Tariff Change(s) caused Seller to incur Tariff Change Expenditures; or (b) one or more IRA Change(s) caused Seller to realize IRA Credit Losses, in either case, in excess of the Recoverable Band, Seller must notify GPC ("**Seller Response**") of its election to either: (I) bear all Tariff Change Expenditures or IRA Credit Losses, as applicable up to and in excess of the Recoverable Band; or (II) terminate this PPA. Seller must deliver the Seller Response no later than 5 Days after the end of the Change Review Period or Seller will be deemed to have: (A) waived Seller's option to terminate this PPA under this Section 4 (*Seller Response*) because of the relevant Tariff Change or IRA Change; and (B) elected to bear all Tariff Change Expenditures or IRA Credit Losses, as applicable up to and in excess of the Recoverable Band. If Seller elects to terminate this PPA, Seller will pay GPC the Termination Payment. Following the effective date of termination and payment by Seller of the Termination Payment, neither Party will have any further liability to the other Party, except for any obligation incurred before the effective date of termination.

**5. No other Contract Energy Price Adjustments.** The Parties acknowledge that, except as provided in this Exhibit P (*Tariff Changes; IRA Changes*) the Contract Energy Price will not be adjusted because of a Tariff Change or an IRA Change. If Seller is permitted to recover Tariff Change Expenditures or IRA Credit Losses under this Exhibit P, Seller may not seek any additional adjustment to the Contract Energy Price for the same Tariff Change(s) or IRA Change(s) addressed in the Contract Energy Price adjustment in Section 2 (*GPC Verification; Change Acceptance and Contract Energy Price Adjustment*).

## EXHIBIT Q – FORM OF ON-DEMAND BOND

### UPGRADE SECURITY ON-DEMAND BOND

Principal: [*Seller Name*]
[*Address*]
[*Address*]
[*City, State, Zip Code*]
Attn: [*Contact Name and Title*]

Surety: [*Surety Name*]
[*Address*]
[*Address*]
[*City, State, Zip Code*]
Attn: [*Contact Name and Title*]

Obligee: Georgia Power Company
c/o Southern Company Services, Inc.

30 Ivan Allen Junior Boulevard NW

Bin SC1407

Attn: Assistant Treasurer Atlanta, GA 30308

Project ID: GPC-[#ProjectNumber#]

Program ID: CARES 2025 US RFP

Bond No. _____

Bond Amount: _____ United States Dollars (U.S. $_____)[8]

---

Georgia Power Company ("**Obligee**") and **#SellerLegalName#** ("**Principal**") have entered into an **Energy Only Power Purchase Agreement for CARES 2025 Utility Scale RFP at #FacilityName#** dated as of _____, 20__ with Project Number GPC-#ProjectNumber# (as amended, restated, supplemented or otherwise modified from time to time, the "**PPA**") regarding a photovoltaic solar power facility located in #FacilityCity, Georgia, as further described in Exhibit F (*Facility Description and Additional Details*) and Section 2.1 (*Facility*) of the PPA.

WHEREAS, Obligee has determined that costs will be incurred to improve the Electric System beyond the Point of Interconnection in order to deliver the Energy from the Facility to Obligee's customers;

WHEREAS, Principal and Surety acknowledge that in the event of early termination of the PPA before Commercial Operation that arises from a Seller Event of Default or an Extended FME, Obligee will be harmed; and

WHEREAS, Principal desires to furnish this Upgrade Security On-Demand Bond ("**Bond**") pursuant to the requirement in Section 2.4 (*Grid Cost Improvements*) of the PPA.

NOW THEREFORE, IT IS AGREED as follows:

1. Capitalized terms undefined in this Bond will have the meaning or definition provided in the PPA. In the event of any conflict between this Bond and the PPA, the terms of the PPA will control.
2. We, the Principal and the Surety, are jointly and severally held and firmly bound unto Obligee, in the amount of US$_____ ([WRITTEN AMOUNT] United States Dollars) ("**Bond Amount**") for the payment of

---

[8] *Insert an amount equal to the estimated costs for Electrical System improvements, if any, to the Southern Company Transmission System, the Georgia ITS, or both, that are necessary to deliver energy from the POI to GPC's customers, as determined by GPC either: (a) prior to the Effective Date of the PPA; or (b) as subsequently determined by GPC, in each case, under Section 2.4 (Grid Cost Improvements) of the PPA.*

which we bind ourselves, our heirs, executors, administrators, and successors, and assigns, jointly and severally.

3. Principal and Surety agree this Bond shall remain in full force and effect until the sooner of: (a) the date upon which this Bond is replaced with another financial guarantee bond or other form of financial assurance acceptable to Obligee (in its sole discretion); (b) the date upon which this Bond is expressly released in writing by Obligee; or (c) the date upon which Surety has paid Obligee an aggregate amount for claims, whether one or more, equal to the Bond Amount.
4. Surety represents it is duly authorized by the proper authorities to transact the business of indemnity and suretyship in the State of #FacilityState#, where it is domiciled and represents it is licensed to be surety and guarantor on bonds and undertakings, which license has not been revoked. Surety represents that it is registered as a Surety with the Department of Treasury and has an A.M. Best Company, Inc. ("**A.M. Best**") rating of at least A-; VII. Surety further represents that the Bond Amount of this Bond and of all other bonds issued in connection with the PPA are collectively within Surety's authorized limits for a single risk.
5. Surety represents it has duly executed a Power of Attorney appointing the hereinafter named representative as its duly authorized deputy and the true and lawful Attorney-in-Fact of such Surety as evidenced by the Power of Attorney attached hereto as Exhibit A.
6. Nonpayment of premium and costs will not invalidate this Bond nor shall the Obligee be obligated for the payment thereof. Principal shall bear all responsibility for payment of premiums and costs, also to include any replacement bonds required. Surety's obligations to Obligee under this Bond are wholly independent from any agreement or arrangement that may exist now or in the future between Surety and Principal.
7. Surety hereby guarantees and agrees that it is liable for the full and prompt payment, without defense, reduction, or setoff, of Principal's obligations and responsibilities with respect to Upgrade Security under Section 2.4 (*Grid Cost Improvements*) of the PPA, as the same may be amended from time to time, up to but not exceeding the Bond Amount (the "**Obligations**"). The Obligations include any amount initially paid by Principal to Obligee that is subsequently disgorged, clawed back, or returned by Obligee to Principal or its estate as a result of applicable insolvency or bankruptcy laws.
8. Within ten (10) calendar days after delivery by Obligee of written demand to Surety (which may be delivered by hand, registered mail, or overnight courier to Surety's address at [SURETY NAME, ADDRESS, ATTN: ]) for payment of Obligations hereunder, signed by Obligee's duly authorized official and stating that such Obligations are due and payable under the terms of the PPA, Surety shall pay Obligee the amount demanded in freely transferable funds, without defense, reduction, or offset, up to and including the Bond Amount, in accordance with payment instructions set forth in the demand. There shall be no further condition to Surety's obligation to pay Obligee, and Surety expressly waives any right to assert against Obligee any defense (legal or equitable), counterclaim, setoff, cross-claim, or any other claim that Surety or Principal may now have or at any time hereafter may acquire. It is understood that multiple/partial payments shall be permitted up to the aggregate amount of the Bond Amount. The Bond Amount shall be permanently reduced by the amount of each payment of any Obligation made by Surety to Obligee, except as agreed in writing by Surety. All charges are for the account of the Principal. Failure of the Surety to pay the Bond Amount within 10 days of the demand for payment by Obligee will constitute default of Surety's obligation under this Bond, and Obligee will be entitled to enforce against Surety any remedy available at law or in equity.
9. Surety expressly waives the benefit of any laws requiring Obligee to proceed first against the Principal. Principal and Obligee may make any change to the terms and provisions of the PPA at any time without notice to or consent of Surety and without impairing or releasing the obligations of Surety hereunder. Surety expressly waives protest, notice of acceptance, and demand. The obligations of Surety hereunder are absolute and unconditional, irrespective of the value, validity or enforceability of the obligations of Principal or Obligee under the PPA or any other agreement or instrument referred to therein and, to the fullest extent permitted by applicable law, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety in its capacity as such. Surety expressly waives and agrees not to assert any defenses arising out of bankruptcy, insolvency, dissolution or liquidation of Principal, including, without limitation, any defense relating to the automatic stay.
10. Surety shall indemnify Obligee for reasonable attorneys' fees Obligee incurs to recover any sums found to be due and owing to Obligee under this Bond, which indemnification obligation shall not be subject to the Bond Amount.
11. This Bond shall be construed according to the laws of the State of Georgia not including its choice of law rules that may apply the laws of another jurisdiction. Any suit or action under this Bond shall be brought in the Federal District Court for the Northern District of Georgia, Atlanta Division, or the Superior Court of Fulton County, Georgia, and Principal and Surety irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

~~[SIGNATURE PAGE FOLLOWS]~~

**IN WITNESS WHEREOF,** Principal and Surety have executed this Bond, and it shall be effective on the date set forth below.

The persons whose signatures appear below hereby certify they are authorized to execute this surety bond on behalf of Principal and Surety.

Witnesses our hands to be effective this _____ day of _____, 20___.

PRINCIPAL

By: _____

Authorized Signature

Name: _____

Title: _____

Title: _____

SURETY

By: _____

Attorney in Fact

_____

(Name / Title)

**EXHIBIT A**

**AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT**

STATE OF _____

COUNTY OF _____

I hereby certify that I am the attorney-in-fact of [*#SuretyName#*], a [*#SuretyEntityType#*], [*#SuretyState#*] which is the Surety in the foregoing Bond, and that I am authorized to execute on the above Surety's behalf the foregoing Bond pursuant to the Power of Attorney dated __ and attached hereto, and on behalf of the Surety, acknowledge the foregoing Bond before me as the above Surety's act and deed.

Given under my hand this _____ day of _____, 20___.

*ATTORNEY-IN-FACT*

_____

*PRINT NAME*

(NOTARY SEAL)