Distributed Energy Resource (DER) Customer-Owned (DCO) Program Agreement at DCO-00001 (Atlanta Falcons Training Camp) between Georgia Power Company and Atlanta Falcons Football Club, LLC

This agreement contains confidential information for use by Georgia Power Company, Customer, 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.

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SCHEDULE OF DEFINED TERMS

This DCO Agreement uses the defined terms identified in this *Schedule of Defined Terms*, or in the body of this DCO Agreement, and the rules of construction described in Section 13.13 (*Contract Interpretation*).

Access: As defined in Section 5.1 (*Access*).

Additional or Unforeseen Costs: As defined in Section 8.2 (*Additional or Unforeseen Costs*).

Affected Party: The Party impacted by a Force Majeure Event.

Affiliate: For a specific entity, any other entity directly or indirectly controlling, controlled by, or under common control with the specified entity; "control" means the power to direct the management and policies of the entity, directly or indirectly, whether through ownership of voting securities, by contract, or otherwise. For purposes of this DCO Agreement, it is assumed that the direct or indirect owner of 50% or more of the outstanding stock or other equity interest of an entity has "control" of that entity.

Applicable Standards: Both: (i) all applicable current standards of the Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), NEC, NESC, National Electrical Manufacturers Association (NEMA), American National Standards Institute (ANSI), Federal Communications Commission (FCC), NFPA, other national codes, and any local code pertaining to electrical facility design, construction, or safety; and (ii) the terms and conditions of this DCO Agreement.

Application: As defined in Section 2.1 (*Application*).

Application Approval Date: The date on which Full and Final Approval is obtained.

BlueBook: The ***GPC BlueBook for Electrical Service*** or any successor publicly available on the GPC Distributed Generation Interconnection website.

Business Day: Monday through Friday, excluding federal holidays.

Calendar Day: Any calendar day.

Closeout Fee: As defined in Section 9.6 (*Closeout Fee; GPC's Rights Upon Termination or Expiration*).

Compliance Incentive: Defined in Section 9.4 (*Compliance Incentive*).

Commercial Operation: The Customer Equipment is capable of providing Resiliency Service or Grid Support.

Commercial Operation Date: As defined in Section 4.1 (*Customer Equipment; Commercial Operation Date*).

Commission: The Georgia Public Service Commission.

Customer: The owner of the Customer Equipment that is the subject of this DCO Agreement and the counterparty to GPC in the Interconnection Agreement. "Customer" in this DCO Agreement is equivalent to "**DER Owner**" in the Southern Company Policy.

Customer Equipment: As defined in Section 4.1 (*Customer Equipment; Commercial Operation Date*).

DCO Agreement: This DER Customer-Owned Agreement between the Parties.

DCO Credit: As defined in Section 8.1 (*DCO Credit*).

Default: Customer's breach of a DCO Agreement warranty, representation, or covenant or failure to perform a material DCO Agreement obligation that is not timely cured in accordance with Section 9.3 (*GPC Termination for Cause*).

DER Customer Owned Schedule: The ***GPC Electric Service Tariff: DER Customer Owned Schedule: "DCO-1"*** or its successor.

EFC Agreement: If applicable, the excess facilities charge agreement in the form attached as **Exhibit C**.[1]

Electric System: Any facilities owned or operated by GPC (including any Customer-owned substation or other facilities) or other electric utilities in Georgia or a surrounding state.

[1] **An EFC Agreement will not be applicable to this transaction.**

Execution Date: The date on which GPC signs this DCO Agreement, as shown on the signature page.

Force Majeure Event: An occurrence, non-occurrence, circumstance, or set of circumstances that is beyond the reasonable control of a Party or its contractor, not reasonably foreseeable, and not caused by the Party's negligence, inaction, lack of due diligence, breach of this DCO Agreement, or failure to follow Prudent Industry Practices. A Force Majeure Event does not include: (i) inability to meet a legal requirement or the change in a legal requirement; (ii) inability to obtain or maintain, or delay in obtaining, any permit, approval, or other consent required from a governmental authority; (iii) equipment failure or equipment damage in the case of the Customer Equipment or any failure of a Customer or Customer Equipment contractor, supplier, or vendor, unless the failure or damage results directly from an event that would otherwise constitute a Force Majeure Event; (iv) change in market conditions that affects cost or availability of equipment, materials, supplies, or services, unless such cost or availability change results directly from an event that would otherwise constitute a Force Majeure Event; (v) a site-specific strike, walkout, lockout, or other labor dispute at the Customer Equipment; or (vi) failure or inability to obtain or retain sufficient funds for any reason, or Customer's loss of or inability to obtain or retain any tax credit or other incentive with respect to any portion of the Customer Equipment. Except for an obligation to make payments due, Customer will not be in Default under this DCO Agreement if there is, nor liable for a failure to perform that results from, a Force Majeure Event, if the Party impacted (who bears the burden of proof): (a) promptly provided written notice of the event in accordance with Section 13.7 (*Notices and Contacts*) and probable consequences; (b) exercised reasonable effort to minimize disruption; and (c) timely resumed performance. Neither Party is liable to the other for loss, damage, or delay resulting from a Force Majeure Event.

Full and Final Approval: Commission approval in the form of a final, non-appealable order, approving this DCO Agreement and certifying all Customer Equipment identified in the SOW as a resource under the DER Customer Owned Schedule, without qualifications or conditions and acceptable to GPC in GPC's sole discretion.

Governmental Entity: A governmental entity of the state of Georgia or political subdivision thereof.

GPC: Georgia Power Company, a Georgia corporation, which is a subsidiary of Southern Company, or any permitted successor or assign. **"Company"** is the equivalent term in the Southern Company Policy.

GPC Equipment: Ancillary devices or equipment installed by GPC at or around the Site to enable GPC to provide the Services.

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

Grid Support: Dispatch of the Customer Equipment during any period in which an Outage Event is not occurring to allow GPC to provide system benefits to all GPC customers.

Interconnection Agreement: The ***Distributed Energy Resource (DER) Customer-Owned (DCO) Program Interconnection Agreement*** between the Parties related to the Customer Equipment that is the subject of this DCO Agreement.

Late Payment Charge: As defined in Section 8.3 (*Late Payment*).

Losses: Any and all liability, proceedings, suits, cost, or expense for loss, damage, or injury to persons or property.

Minimum Specifications: The "***Minimum Specifications for Customer-Owned Reciprocating Internal Combustion Engines (RICE) Required for Participation in GPC's DER Customer Owned (DCO) Program***" attached as Exhibit D (*Minimum Specifications*).

Minimum Technical Requirements: The Minimum Specifications, together with applicable portions of the current version of the: (i) Southern Company Policy; (ii) BlueBook; and (iii) the Test Policy. These GPC Technical Requirements are complementary, but if there is a discrepancy, the order of precedence is, as applicable: (a) the Rules and Regulations; (b) Southern Company Policy; (c) BlueBook; and (d) Test Policy. GPC may modify the Minimum Technical Requirements at any time during the Term.

NEC: National Electrical Code.

NESC: National Electrical Safety Code.

NFPA: National Fire Protection Association.

Operating Procedures: Procedures developed by the Parties in accordance with Section 4.6 (*Operating Procedures*).

Outage Event: A period of time during which Customer's normal electric supply is disrupted.

Party: GPC or Customer; together, the "**Parties**."

Projected Commercial Operation Date: As specified in the SOW, the date Customer selected as the date Customer reasonably expects the Customer Equipment to achieve Commercial Operation.

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, or acts generally accepted in the United States electric power industry, with due regard for, among other things, manufacturers' warranties, applicable law, and requirements of this DCO Agreement.

Resiliency Service: Use of the Customer Equipment to exclusively provide to Customer an alternative source of power supply during an Outage Event.

Rules and Regulations: GPC's ***Rules, Regulations, and Rate Schedules for Electric Service*** as now effective, or as revised, amended, or supplemented during the Term.

Services: The Resiliency Service, Grid Support, and any other GPC service identified in the SOW.

Site: As defined in the Recitals.

Site Control Affidavit: The document in the form attached as Exhibit B (*Form of Site Control Affidavit*) required to facilitate GPC's Access in accordance with Section 5.1 (*Access*).

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

Southern Company Policy: ***Southern Company Operation of Distributed Energy Resources (DER) in Parallel with the Distribution System Policy*** (publicly available on the GPC Distributed Generation Interconnection website) or any successor policy.

SOW: The Statement of Work attached as Exhibit A (*Statement of Work*).

Studies: As defined in the Recitals.

Term: The time period during which this DCO Agreement is effective, commencing on the Execution Date and continuing until the date specified in Exhibit A (*Statement of Work*).

Test Policy: The ***GPC Distribution Test Policy*** or any successor policy, publicly available on the GPC Distributed Generation Interconnection website.

Witness Testing: Live testing of the Customer Equipment while operating in parallel with the Electric System, in accordance with the Test Policy.

Distributed Energy Resource (DER) Customer-Owned (DCO) Program Agreement at DCO-00001 (Atlanta Falcons Training Camp) between Georgia Power Company and Atlanta Falcons Football Club, LLC

Georgia Power Company, a Georgia corporation and **Atlanta Falcons Football Club, LLC**, a Georgia limited liability company enter into this **DER Customer-Owned Agreement** ("**DCO Agreement**") effective as of the Execution Date. GPC and Customer acknowledge:

- Customer desires to: (i) participate in the DER Customer Owned Schedule; (ii) install the Customer Equipment meeting the Minimum Technical Requirements and interconnect with the Electric System's distribution facilities, as the equipment and requirements are further described in the SOW; (iii) allow GPC to dispatch the Customer Equipment to exclusively provide Resiliency Service to Customer if Customer experiences an Outage Event at Customer's facility or facilities located at the location(s) identified in the SOW (each, a "**Site**"); and (iv) enable GPC to exclusively dispatch the Customer Equipment during any period in which an Outage Event is not occurring to allow GPC to provide Grid Support.
- Customer has caused to be conducted one or more studies to evaluate the Customer Equipment's impact (including operational, interconnection-related, and other cost impacts) on the Electrical System and the Customer Equipment's capabilities to provide the Services (collectively, the "**Studies**").

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

PART 1. TERM

1.1 Term. This DCO Agreement will become effective on the Execution Date and will, unless terminated in accordance with Part 9 (*DCO Agreement Suspension, Expiration, or Termination*), continue after the Commercial Operation Date for the Term.

1.2 Term Extensions. At least 180 Calendar Days before the end of the Term, either Party may provide the other Party with written notice of its desire to extend the Term of this DCO Agreement, subject to modifications (including term and price) to be agreed upon by GPC and Customer, and subject to then-existing Commission rules and regulations and the Rules and Regulations. If a Party provides the other Party with timely notice of its desire to extend the Term and the other Party likewise desires to extend the Term (in its sole discretion), the Parties will negotiate in good faith to reach an agreement on the terms of any mutually desired extension. If the Parties have failed to reach an agreement as to the terms of the extension by the expiration of the then-current Term, this DCO Agreement will automatically extend on a month-to-month basis until the first to occur of: (i) the date on which the Parties execute a written amendment to extend the Term; or (ii) the date either Party provides written notice to the other Party that the notifying Party no longer desires to extend the Term.

PART 2. COMMISSION APPLICATION; CONDITIONS

2.1 Application. At a time mutually agreed upon by the Parties, GPC will submit an application (the "**Application**") to the Commission for Full and Final Approval. GPC, in its sole discretion, will determine the manner in which it submits the Application and Customer will use commercially reasonable efforts to support the Application. If Full and Final Approval has not been obtained within 180 Calendar Days after the date on which the Commission deems the Application to have been filed, consistent with the requirements of O.C.G.A. § 46-3A-5, then GPC will coordinate with Customer to determine a course of action. If the Parties are unable to reach an agreement on a course of action by the day occurring 210 Calendar Days after the filing of the Application, GPC may terminate this DCO Agreement, without obligation or penalty, by providing notice to Customer. Upon such termination, this DCO Agreement will be of no further force or effect, except for any payment obligations of Customer that arose before such termination.

2.2 Conditions. GPC's obligations under this DCO Agreement, including its obligation to provide the Resiliency Service, are expressly conditioned upon: (i) Customer having completed the Studies to GPC's reasonable satisfaction; (ii) Customer having executed this DCO Agreement, the Interconnection Agreement, and, if applicable, the EFC Agreement; (iii) Customer's development, procurement, installation, and ownership of the Customer Equipment as a resource under the DER Customer Owned Schedule; (iv) GPC's receipt of a fully completed Site Control Affidavit as required under Section 5.1 (*Access*) for each Site; (v) GPC having determined that the Customer Equipment meets the Minimum Technical Requirements; (vi) the Commission having granted Full and Final Approval; (vii) the completion of, to the reasonable satisfaction of GPC, all associated interconnections, upgrades, modifications, alterations, or replacements to the Electric System required by the Studies or necessary for GPC to perform its obligations under this DCO Agreement (including GPC's installation of any required GPC Equipment); (viii) the rules and orders of the Commission; (ix) the DER Customer Owned Schedule as approved or subsequently revised by the Commission; (x) the Rules and Regulations; and (xi) the Applicable Standards.

PART 3. INTERCONNECTION AGREEMENT; EFC AGREEMENT

3.1 Interconnection and EFC Agreements. Customer, contemporaneously with the execution of this DCO Agreement, will execute the Interconnection Agreement and, if applicable, the EFC Agreement for any additional modifications, incremental interconnection, or on-going costs to the Electric System as called for by the Studies, and for which Customer is responsible, to enable GPC to provide the Services. The Interconnection Agreement and, if applicable, EFC Agreement are incorporated by this reference into this DCO Agreement.

PART 4. EQUIPMENT; RESILIENCY SERVICE AND GRID SUPPORT

4.1 Customer Equipment; Commercial Operation Date. Consistent with the requirements of this DCO Agreement, the Minimum Technical Requirements, the Applicable Standards, the Interconnection Agreement, the Rules and Regulations, and, if applicable, the EFC Agreement, Customer will engineer, design, procure, install, own, maintain, and make available to GPC the alternative sources of power supply specifically described in the SOW and interconnected allowing GPC to transmit the energy produced to furnish the Services (the "**Customer Equipment**"). Customer will coordinate with GPC to establish an estimated date upon which the Parties anticipate that the Customer Equipment will be capable of producing electricity to provide the Resiliency Service or Grid Support. GPC will have the right to perform Witness Testing and to exclusively manually or remotely operate the Customer Equipment, including to verify that the Customer Equipment will operate within GPC's required parameters for GPC's provision of the Services and in accordance with the Studies. The first Calendar Day of Customer Equipment's Commercial Operation, as confirmed by GPC in writing, will be the "**Commercial Operation Date**."

4.2 GPC Equipment. Customer hereby grants GPC the right to install any GPC Equipment at the Site, including on or within the Customer Equipment, as GPC deems reasonably necessary for GPC's provision of the Resiliency Service to Customer and GPC's provision of Grid Support to the Electric System in support of GPC's retail customers.

4.3 Resiliency Service. Commencing upon the Commercial Operation Date and continuing throughout the remainder of the Term, GPC will, as promptly as commercially reasonable, taking into account the operating characteristics of the Customer Equipment and any applicable Operating Procedures, including any applicable responsibilities of Customer at the Site or any then-current operating limitations, dispatch the Customer Equipment to provide Customer with the Resiliency Service during any Outage Event.

4.4 Grid Support. GPC may utilize the Customer Equipment to provide Grid Support and such utilization, subject to Section 4.3 (*Resiliency Service*) and any applicable provisions of the SOW or the Operating Procedures, may impact or delay GPC's ability to provide the Resiliency Service in response to an Outage Event. GPC will use commercially reasonable efforts to discontinue the Grid Support and provide Resiliency Service as soon as possible after commencement of an Outage Event, and, in no event will GPC prioritize utilization of the Customer Equipment to provide Grid Support during an Outage Event.

4.5 Operating Procedures. As soon as reasonably practicable but no less than 90 Calendar Days before the Projected Commercial Operation Date, the Parties will develop, for each Site upon which the applicable Customer Equipment is located, mutually agreeable Operating Procedures for Site activities that GPC reasonably determines may impact: (i) operation of the Customer Equipment; (ii) operation or maintenance of the GPC Equipment; or (iii) performance of the Services. The Operating Procedures will include protocols for: (a) fuel deliveries and fueling of the Customer Equipment; (b) scheduled maintenance and testing of the Customer Equipment and related facilities; (c) notifications and coordination of unscheduled maintenance of such Customer

Equipment or facilities; and (d) such other matters as mutually determined by the Parties. The Operating Procedures will also require Customer to promptly notify GPC when Customer has knowledge of any operational issue or damage related to the Customer Equipment or GPC Equipment located at the Site. GPC and Customer will, from time to time throughout the Term, coordinate regarding the further development or refinement of such Operating Procedures.

4.6 Fuel Supply and Management. Throughout the Term, GPC will provide or cause to be provided fuel or necessary commodities (including consumables), as set forth in this DCO Agreement and the SOW, exclusively for use by GPC for the operation of the Customer Equipment. Prior to the Commercial Operation Date, GPC will provide fuel or necessary commodities (including consumables) as reasonably requested by Customer and the cost of such provisions will be paid by Customer within 30 Calendar Days after Customer's receipt of GPC's monthly bill reflecting such cost. From and after the Commercial Operation Date and throughout the remainder of the Term, GPC will provide such fuel or commodities at no additional cost to Customer.

PART 5. PROPERTY RIGHTS

5.1 Access. Customer must coordinate with GPC to grant or obtain, or to obtain on GPC's behalf and provide to GPC, in coordination with GPC's land acquisition professionals and GPC's typical property acquisition process, a right of access to each Site to facilitate GPC's unfettered access sufficient to allow GPC, in GPC's sole but reasonable discretion, to: (i) inspect the Customer Equipment (including the right to conduct Witness Testing and to review Customer Equipment design, procurement, construction, installation, commissioning, operation, testing, and maintenance records); (ii) engineer, design, procure, supply, install, interconnect, manage, supervise, inspect, maintain, operate, test, monitor, repair, replace, rebuild, restore, or remove GPC Equipment (including the right to lay down and stage GPC Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles); and (iii) provide any other service or support contemplated or necessary under the Rules and Regulations or this DCO Agreement (collectively, "**Access**"). Each document granting GPC a right of Access must be: (a) substantially in GPC's standard form; (b) in conformance with GPC's standard requirements and acceptable to GPC; and (c) agreed upon in a timely manner. After the Parties have reached an agreement as to the GPC Equipment location(s), GPC will obtain a legal description of the necessary Access locations and provide Customer with an applicable Access form or Site Control Affidavit for execution by the appropriate person. Customer also must obtain and provide mortgage subordinations, as necessary to provide GPC's rights of Access. Upon receiving any executed documents from Customer, GPC may record such documents or memoranda thereof in the public records of the county where the applicable Site is located, and GPC will be responsible for all applicable costs to record the documents or memoranda. Failure to provide the requested documents in this Section 5.1 (*Access*) within 90 Calendar Days after the Execution Date will be a material breach of this DCO Agreement, unless such 90-day period is extended in writing by GPC. Customer agrees that it will not take any action (or fail to take any action) that could interfere with GPC's right of Access.

PART 6. TITLE; RISK OF LOSS

6.1 Title. Customer Equipment installed at any Site is and will remain, as between the Parties, the sole property of Customer. Any GPC Equipment will remain, as between the Parties, the sole property of GPC.

6.2 Modifications. Customer may not, without GPC's prior written consent, modify, upgrade, alter, or add to the Customer Equipment during the Term in any manner that could reasonably be anticipated to interfere with GPC's ability to provide the Services.

6.3 Risk of Loss to Equipment. Customer will bear all risk of loss or damage of any kind with respect to all or any part of the Customer Equipment and GPC Equipment at each Site.

PART 7. PERMITS AND MODIFICATIONS

7.1 Permits. Customer will be responsible for obtaining and complying with any license, permit, or approval required to enable the ownership, operation, or maintenance of the Customer Equipment at each Site as necessary to allow each Party to perform under this DCO Agreement and the Interconnection Agreement. GPC agrees to reasonably cooperate with Customer to assist Customer with obtaining and maintaining any such license, permit, or approval. GPC will be responsible for obtaining and complying with any license, permit, or approval required to own, operate, or maintain the GPC Equipment. Each Party will comply with the provisions of any applicable law or regulation. Nothing in this DCO Agreement may be construed as requiring GPC to take any action that would cause it to violate an applicable state or federal regulatory requirement or a condition of a permit. For the avoidance of doubt, the Parties agree that permits issued pursuant to Georgia Administrative Code 391-3-1-.03 are required to be in Customer's name.

7.2 Equipment Maintenance; Alterations. During the Term, Customer will maintain (or cause to be maintained) the Customer Equipment consistent with such equipment manufacturer's maintenance standards or such other maintenance standards as may be agreed upon in writing by the Parties and documented in the Operating Procedures. Customer will promptly notify GPC when Customer has knowledge of any operational issue or damage related to the Customer Equipment. Following coordination with GPC, Customer will promptly remedy the operational issue or repair the damage to the Customer Equipment and, thereafter, promptly consult with GPC to allow GPC to confirm the proper restoration of the Customer Equipment. During the Term, Customer will not: (i) operate or test the Customer Equipment (except that Customer may, following prior written notice to and full coordination with GPC, test the Customer Equipment in accordance with the Operating Procedures); or (ii) move, modify, remove, adjust, alter, or change in any material way the Customer Equipment, or any part thereof. Except for GPC Equipment, any replacement of, or alteration or addition to, the Customer Equipment will become part of the Customer Equipment. Customer must also maintain maintenance records, which GPC may review upon reasonable request. Although GPC may review the records and the Customer Equipment, GPC has no responsibility, actual or implied, for Customer Equipment maintenance under this DCO Agreement or otherwise.

7.3 Customer Responsibilities. Customer must, throughout the Term ensure the Customer Equipment meets: (i) GPC's Minimum Technical Requirements, including any requirement set forth in the SOW, the Interconnection Agreement, or any applicable EFC Agreement; and (ii) the Commission's and other applicable legal or regulatory requirements for non-emergency operation. Unless agreed to by GPC in writing, Customer will not modify the Customer Equipment or a Site in a manner that impedes or otherwise interferes with GPC's ability to provide the Services or in a manner that exceeds the capacity of the Customer Equipment. Customer, at its sole expense, must keep each Site free and clear of anything that could: (a) impair GPC's ability to: (I) inspect the Customer Equipment; or (II) maintain or inspect the GPC Equipment; (b) impair GPC's operation or testing of the Customer Equipment or GPC Equipment pursuant to this DCO Agreement; (c) cause damage to the Customer Equipment or GPC Equipment; or (d) impair or otherwise interfere with GPC's ability to provide the Services.

PART 8. FINANCIAL TERMS

8.1 DCO Credit. For each applicable Customer account covered by this DCO Agreement and following the applicable Commercial Operation Date, GPC will grant Customer the associated monthly bill credit calculated pursuant to the "*Pricing Methodology*" provisions of the DER Customer Owned Schedule (the "**DCO Credit**") as consideration for GPC's ability to use the applicable Customer Equipment to provide Grid Support. The DCO Credit will be reflected on the SOW, except that the first and last DCO Credit will be prorated according to the number of days in the applicable calendar month.

8.2 Additional or Unforeseen Costs. If, following the Execution Date, GPC incurs additional cost or expense in providing Services due to: (i) a change in any applicable law, rule, regulation, ordinance, or permit of any federal, state, or local authority or of any agency thereof, including any regulation imposing a tax, fee, or other charge; (ii) the inaccuracy of any of Customer's representations and warranties in this DCO Agreement, including Section 12.1 (*Customer Representations and Warranties*); or (iii) any interference with Access caused by: (a) Customer; (b) any of Customer's officers, directors, employees (full time, part time, temporary, or leased), representatives, members, managers, or agents of each of them; or (c) any other person or entity for whose conduct Customer, any of Customer's Affiliates or any contractors, subcontractors (of any tier), vendors, or suppliers are responsible ((i), (ii), and (iii) collectively, "**Additional or Unforeseen Costs**"), then Customer will, within 30 Calendar Days after Customer's receipt of GPC's monthly bill reflecting such cost, pay GPC any such Additional or Unforeseen Costs.

8.3 Late Payment. Any amount due and payable by Customer under this DCO Agreement and not paid as of the due date will be assessed a late payment charge of 1.5% (or such other amount as may be, from time to time, prescribed by the Rules and Regulations) and applied to any past due unpaid balance (each, a "**Late Payment Charge**").

PART 9. DCO AGREEMENT SUSPENSION, EXPIRATION, OR TERMINATION

9.1 GPC Suspension. If Customer fails to: (i) within five Calendar Days after receiving written notice from GPC that a payment from Customer under this DCO Agreement is past due, make all undisputed payments owed to GPC; or (ii) properly maintain the Customer Equipment such that GPC, in its reasonable discretion, determines that the Customer Equipment is not reliably available for the provision of Grid Support, GPC may elect to suspend the Resiliency Services (or any portion thereof) and provision of the DER Credit until Customer has paid all undisputed amounts owed to GPC or, to GPC's satisfaction, performed additional maintenance and other related

activities to the Customer Equipment, as applicable. **Customer acknowledges that GPC's exercise of its right to suspend pursuant to this Section 9.1 (*GPC Suspension*) will not constitute a breach of this DCO Agreement by GPC, nor will it relieve Customer of Customer's obligation to continue to comply with Customer's payment, maintenance, and other obligations under this DCO Agreement.**

9.2 GPC Termination for Change in Law. GPC may elect to terminate this DCO Agreement immediately upon written notice to Customer as a result of Commission action or change in applicable law, rule, regulation, ordinance, or permit of any federal, state, or local authority, or of any agency thereof, that has the effect of terminating, limiting, or otherwise prohibiting GPC's ability to implement the DER Customer Owned Schedule or to provide the Services.

9.3 GPC Termination for Cause. In addition to any other termination rights expressly set forth in this DCO Agreement, GPC may terminate this DCO Agreement for cause and set a termination date by giving written notice thereof to Customer upon any of the following events of default (each an "**Event of Default**"): (i) Customer fails to pay GPC any undisputed amount payable by Customer to GPC pursuant to this DCO Agreement by the due date and Customer fails to cure such failure to pay within 10 Business Days after receipt of written demand from GPC; (ii) Customer fails to perform or observe any other covenant, term, or condition (e.g., Customer's failure to properly maintain the Customer Equipment, Customer's modification or alteration of the Customer Equipment or GPC Equipment, or Customer's failure to maintain Access during the Term) under this DCO Agreement and such failure is not cured within 30 Calendar Days after written notice thereof by GPC; (iii) subject to Section 13.5 (*Assignment*), Customer sells, transfers, or otherwise disposes of any Site or the Customer Equipment; (iv) Customer enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes an assignment for the benefit of creditors; (v) any representation or warranty made by Customer or otherwise furnished to GPC in connection with this DCO Agreement proves at any time to have been untrue or misleading in any material respect; (vi) Customer removes or allows a third party to remove any portion of the Customer Equipment or GPC Equipment from the Site; (vii) Customer's violation of any Applicable Standard that GPC determines may present a risk to health or human safety or to the integrity of the Electric System; or (viii) the Interconnection Agreement or, if applicable, the EFC Agreement, is terminated for any reason other than the fault of GPC.

9.4 Compliance Incentive. If Customer Equipment is not available to provide Grid Support, and such unavailability is not: (i) excused pursuant to Section 10.4 (*Force Majeure*) as a Force Majeure Event; (ii) the result of Customer's scheduled maintenance of the Customer Equipment (properly noticed to GPC in accordance with the Operating Procedures); or (iii) the result of the actions or inactions of GPC or failure of the GPC Equipment, GPC will be entitled to: (a) suspend future monthly DCO Credits under the DER Customer Owned Schedule; or (b) bill Customer for a replacement cost equal to GPC's capacity price forecast from the date Customer's Equipment was first not available to provide Grid Support until the earlier of: (I) the next 60 months; and (II) through the last Calendar Day of the Term, whichever occurs first ("**Compliance Incentive**").

9.5 Termination of Property Rights; Right to Remove GPC Equipment. Following expiration or termination of this DCO Agreement, GPC will, subject to GPC's right to remove the GPC Equipment, provide Customer with an applicable release form. GPC has the right, but not the obligation, to access and remove any and all GPC Equipment, in GPC's sole discretion. Title to GPC Equipment that GPC elects not to remove will transfer to Customer in its then-current condition upon written notice by GPC to Customer of such an election.

9.6 Closeout Fee; GPC's Rights Upon Termination or Expiration. Following expiration or termination of this DCO Agreement, Customer will pay GPC the "**Closeout Fee**" in an amount equal to: (i) any unrecovered fuel and other commodities costs incurred by GPC in connection with GPC's fueling obligations related to the Customer Equipment, ***plus*** (ii) any costs associated with the removal of any GPC Equipment; ***minus*** (iii) if applicable, any outstanding and undisputed amount GPC owes Customer under this DCO Agreement. GPC will invoice Customer, and Customer will pay GPC, the Closeout Fee, due within 30 Calendar Days after the date of invoice.

PART 10. LIMITATIONS

10.1 No Warranty or Guarantee of Uninterrupted Electricity. **Customer acknowledges that neither this DCO Agreement nor the provision of any of the Services warrants or guarantees uninterrupted electric service to all or any portion of any Site or that the installation of the Customer Equipment or GPC Equipment or provision of any of the Services will avert or prevent the interruption of electric service. Customer accepts the risk that there may be periodic interruptions of electric service, which interruptions will not constitute a breach of this DCO Agreement by GPC or give rise to any claim or right of set-off by Customer against GPC.**

10.2 Damages Waiver; No Third-Party Beneficiaries. **Neither Party, nor anyone claiming through either Party, is liable to the other Party for consequential, special, indirect, treble, exemplary, incidental, or punitive damages (including loss of use, profit, income, tax benefit, data, business opportunity, or anticipated savings; damage to business reputation; business interruption or idled equipment costs; or increased overhead, financing, or operating costs) arising out of: (i) this DCO Agreement or any damage or delay in connection with this DCO Agreement; (ii) a Party's act or failure to act; or (iii) performance or non-performance, under this DCO Agreement, in each case whether or not reasonable, foreseeable, contemplated, or avoidable. This Section 10.2 (*Damages Waiver; No Third-Party Beneficiaries*) applies regardless of fault and will survive DCO Agreement termination, cancellation, suspension, completion, or expiration. This DCO Agreement is for the sole benefit of the Parties and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this DCO Agreement. To the extent the damages required to be paid under this DCO Agreement are liquidated, the Parties acknowledge that the actual damages are difficult or impossible to determine, otherwise obtaining an adequate remedy is inconvenient, and the liquidated damages do not constitute a penalty and are a reasonable approximation of the harm or loss.**

10.3 Limitation of Liability for Permit Compliance. **In no event will GPC be liable for any damages, delays, costs, fines, penalties, or other liabilities arising out of or related to Customer's failure to obtain, maintain, or otherwise update in a timely or sufficient manner, any necessary permits, licenses, approvals, or authorizations required for GPC to (i) provide the Services, or (ii) interconnect the Customer Equipment to the Electric System.**

10.4 Force Majeure. If the Affected Party is rendered unable to perform its obligations under this DCO Agreement as a result of a Force Majeure Event, and if the Affected Party, within 10 Business Days after becoming aware of the event giving rise to the Force Majeure Event, gives the other Party notice of such Force Majeure Event, then the obligations of the Affected Party and the corresponding obligations of the other Party (except for any payment obligation arising under this DCO Agreement, all of which obligations will continue) will be suspended to the extent and for the period made necessary by such Force Majeure Event, except that the Affected Party must use commercially reasonable efforts to confer with the other Party and to mitigate the effects of the Force Majeure Event insofar as possible and as soon as possible. The foregoing requirement that any Force Majeure Event be remedied as soon as possible will not be interpreted to require the settlement of labor disputes, strikes, or lockouts by the Affected Party, who will have sole discretion to settle such labor disputes, strikes, or lockouts.

PART 11. INSURANCE

11.1 Insurance to Be Maintained by GPC.

11.1.1. Throughout the Term, GPC will maintain or will self-insure, at GPC's sole cost and expense: (i) commercial general liability insurance (or equivalent) in the amount of five million dollars ($5,000,000) per occurrence and in the annual aggregate for bodily injury or death or property damage; (ii) automobile liability insurance in the amount of five million dollars ($5,000,000) combined single limit and in the annual aggregate for all owned, non-owned, leased, and hired automobiles; and (iii) workers' compensation insurance coverage covering GPC's legal liability under applicable state or federal workers' compensation or occupational disease laws for personal injury or death claims in amounts required by statute and employer's liability coverage with limits of one million dollars ($1,000,000) per occurrence.

11.1.2. GPC will maintain property insurance for the GPC Equipment on a replacement cost basis and written on a Special "all risk" policy form. Under this coverage, GPC will require its property insurers to waive subrogation against Customer to the extent allowed by applicable law.

11.1.3. Upon Customer's request, GPC will provide Customer with evidence of GPC's insurance coverage under this DCO Agreement.

11.1.4. Notwithstanding any other requirement set forth in this Section 11.1 (*Insurance to be Maintained by GPC*), GPC may meet the required insurance coverage and limits with any combination of primary, excess, or self-insurance, in GPC's sole discretion.

11.2 Insurance to Be Maintained by Customer. Throughout the Term, Customer will maintain, at Customer's sole cost and expense, no less than the amounts and the types of insurance coverage described in this Section 11.2 (*Insurance to be Maintained by Customer*), with insurer(s): (i) rated "A-, VII" or higher by A.M. Best's Key Rating Guide (or equivalent); (ii) whose financial condition and policy forms are acceptable to GPC; and (iii) authorized to transact insurance in the state of Georgia.

11.2.1. Commercial general liability (CGL) insurance on an occurrence (not claims made) basis. Coverage must include broad form contractual liability coverage, products/completed operations coverage for two years after the Commercial Operation Date, broad form bodily injury, death, and property damage, and severability of interest for each insured. The Minimum CGL Limit will be established based on the Customer Equipment value identified in the SOW as follows:

Customer Equipment Value	Minimum CGL Limit
$1,000,000 or less	$1,000,000
> $1,000,000 and ≤ $10,000,000	$5,000,000
> $10,000,000 and ≤ $20,000,000	$10,000,000
> $20,000,000	The greater of $21,000,000 or the Equipment Value

11.2.2. Automobile liability insurance with minimum limits of at least **one million dollars ($1,000,000)** combined single limit for all owned, non-owned, leased, and hired automobiles;

11.2.3. Umbrella or excess insurance policy with minimum limits of at least **four million dollars ($4,000,000)** per occurrence; and

11.2.4. Workers' compensation insurance in amounts required by statute and employer's liability insurance with limits of at least **one million dollars ($1,000,000)** per occurrence.

11.2.5. Customer will maintain property insurance for property used under this DCO Agreement on a replacement cost basis and written on a Special "all risk" policy form. Under this coverage, Customer must waive and require its insurers to waive subrogation against GPC, Southern Company, and their Affiliates, and the officers, directors, employees, representatives, and agents of each of them (each a "**GPC-Related Party**") to the extent allowed by applicable law.

11.2.6. With respect to insurance required in Section 11.2.1, Section 11.2.2, and Section 11.2.3 Customer will name: (i) GPC and each GPC-Related Party; (ii) landowner(s) of the Site (if the landowner is any person or entity other than GPC or Customer); and (iii) any other person or entity with an interest in the Site, this DCO Agreement, or the Interconnection Agreement as an additional insured and provide a waiver of subrogation in favor of each. Additional insured status, including coverage for ongoing and completed operations, will apply to a claim arising from DCO Agreement performance of Customer or caused in whole or in part by an act or omission of Customer or those acting on its behalf.

11.2.7. **To the fullest extent allowed by applicable law, Customer waives and must require its insurers to waive the right of subrogation against each GPC and GPC-Related Party under state or federal workers' compensation and employer's liability law.** Neither a contractual duty to procure or maintain insurance, compliance with the insurance requirements of this DCO Agreement, nor the existence of, or coverage under, an insurance policy waives or limits Customer's liability under this DCO Agreement or applicable law.

11.2.8. The commercial general liability and automobile liability policies must cover liability assumed in this DCO Agreement. Customer must notify GPC in writing at least 30 Calendar Days before the effective date of a required policy cancellation or material change. If Customer fails to satisfy any requirements in this Section 11.2 (*Insurance to be Maintained by Customer*), GPC, in its sole discretion, may procure any insurance coverage to remedy any such failure and the cost of same will be reimbursed by Customer promptly upon demand.

11.2.9. To the extent Customer uses deductibles for required insurance, as between GPC and Customer, such deductibles will be expenses of Customer.

11.2.10. No later than 30 Calendar Days after the Execution Date, and at least annually during each calendar year of the Term upon policy renewal, Customer must submit certificates or documentation showing required coverages, policy term, and inclusion of required endorsements (if applicable) and, upon request, must provide policy language or documentation to confirm coverage. GPC's receipt, review, or retention of these documents, or decision not to do so, neither waives a right regarding Customer's

insurance, nor creates a duty to: (i) verify suitability or validity; (ii) notify Customer of any matter regarding its insurance; or (iii) ensure satisfaction of DCO Agreement insurance requirements.

11.2.11. Despite any other provision in this DCO Agreement, the insurance required under this Section 11.2 (*Insurance to be Maintained by Customer*) is primary regarding any activity arising under this DCO Agreement and any insurance maintained by GPC or a GPC-Related Party is excess of Customer's insurance and will not contribute with it.

11.3 Insurance to Be Maintained by Both Parties. To the fullest extent allowed by applicable law, each Party will be responsible for insuring loss of or damage to their property, wherever located, on a replacement cost basis and written on a special "all risk" policy form. With respect to any property insurance that a Party maintains on its own property, each Party will provide for a waiver of the underwriters' right to subrogation against the other Party to the extent allowed by applicable law.

11.4 Indemnity. **Customer will indemnify, hold harmless, and defend GPC and each GPC-Related Party from and against any and all Losses to the extent arising out of, connected with, relating to, or in any manner directly or indirectly connected with this DCO Agreement, except that nothing in this Section 11.4 (*Indemnity*) will require Customer to indemnify GPC for Losses caused by GPC's (including its Affiliates') sole negligence, gross negligence, or willful misconduct. The provisions of this Section 11.4 will survive the termination or expiration of this DCO Agreement.**

PART 12. REPRESENTATIONS AND WARRANTIES

12.1 Customer Representations and Warranties. Customer represents and warrants that:

12.1.1. The Customer Equipment is suitable for the provision of the Services and meets the requirements of this DCO Agreement and the Rules and Regulations;

12.1.2. The placing of the Customer Equipment at each Site will comply with all laws, rules, regulations, ordinances, or zoning requirements or any other federal, state, or local governmental requirement applicable to Customer, the Customer Equipment, or any Site;

12.1.3. Any license, permit, or approval acquired by Customer pursuant to Section 7.1 (*Permits*) will be sufficient for GPC to provide the Services;

12.1.4. All information, including load data and engineering and design documents, provided by Customer related to any Site (including the Customer Equipment) is accurate and complete;

12.1.5. The information provided by Customer in each Site Control Affidavit is accurate and complete;

12.1.6. Customer is in compliance with any requirements set forth in the Studies, the Interconnection Agreement, and, if applicable, the EFC Agreement; and

12.1.7. Customer has the right to grant Access to each Site or has the right to require the owner of such Site to grant such Access.

12.2 GPC's Disclaimer of Express or Implied Warranties. **GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding GPC's obligations, any of the Services, the Customer Equipment, or the GPC Equipment. Customer acknowledges that there is no warranty implied by law, including an implied warranty of merchantability, implied warranty of fitness for a particular purpose, or implied warranty of custom or usage.**

PART 13. MISCELLANEOUS

13.1 Availability of Records. Customer will keep complete and accurate records and data for the purpose of proper administration of this DCO Agreement in accordance with the following guidelines:

13.1.1. All records related to the Customer Equipment and Customer's performance under this DCO Agreement 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 laws. Notwithstanding anything herein to the contrary, if Customer intends to dispose of or destroy any such records after such five-year period, Customer will provide GPC with no less than 30 Calendar Days' prior written notice.

13.1.2. Customer will also maintain an accurate and up-to-date operating log with records of: (i) changes in operating status and scheduled maintenance; (ii) any unusual condition found during inspections; and (iii) any significant event related to the operation of the Equipment.

13.1.3. Upon reasonable advance notice, GPC will have the right to examine the records and data of Customer related to the Customer Equipment in order to facilitate any determination required or permitted under this DCO Agreement.

13.1.4. Any nonpublic information provided by either Party pursuant to this Section 13.1 (*Availability of Records*) will be subject to the confidentiality provisions set forth in Section 13.3 (*Publicity and Confidentiality*).

13.2 Photographs. Within five Business Days after any GPC request, Customer must provide to GPC photographs of the Customer Equipment, GPC Equipment, or Site (as applicable), which photographs may be used by GPC to verify compliance with this DCO Agreement, for informational purposes, or, so long as GPC receives Customer's consent, to promote awareness of GPC's service offerings.

13.3 Publicity and Confidentiality. Customer may not use, for any purpose (public or private), a GPC or any GPC Affiliate logo, trademark, or other protected branding name or symbol. Customer must keep this DCO Agreement, and all written or oral communications regarding this DCO Agreement and the Services confidential and must not disclose any confidential information, including cost information, to any other electric utility provider, or customer of GPC or any of its Affiliates, or to anyone other than those persons who have a need to know to evaluate, approve, perform, or administer this DCO Agreement. Customer will use the same degree of care to protect confidential information as Customer employs to protect its own nonpublic information of like importance, but in no event less than a reasonable degree of care based on industry standards.

13.4 Dispute Resolution, Governing Law, Venue . This DCO Agreement will be governed by, construed, and enforced in accordance with the laws of the state of Georgia, exclusive of conflicts of law provisions. Each Party agrees not to commence or file any formal proceeding against the other Party related to any dispute under this DCO Agreement for at least 45 Calendar Days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the county in which this DCO Agreement is entered into or is to be performed only, as may be applicable under controlling law, will decide any unresolved claim or other matter in question between the Parties arising out of or related in any way to this DCO Agreement, with such court having sole and exclusive jurisdiction over any such matters, except that GPC may commence or file formal proceedings in a different court of competent jurisdiction in the county in which a Site is located if GPC determines that doing so is necessary to enforce any of GPC's rights of Access granted under Section 5.1 (*Access*).

13.5 Assignment. Neither this DCO Agreement nor any duty, interest, or right hereunder may be subcontracted, assigned, transferred, delegated, or otherwise disposed of by Customer without GPC's prior written consent. Customer will provide written notice to GPC of a prospective sale of any Site or any real property upon which any Customer Equipment or GPC Equipment, as applicable, is installed, at least 30 Calendar Days before the sale of such Site or property. If a Site or real property upon which Customer Equipment or GPC Equipment is installed is sold or otherwise disposed of, subject to the obligations of this DCO Agreement, this DCO Agreement may be assigned by Customer to the purchaser of such Site or real property if Customer's obligations have been assumed by the purchaser and agreed to by Customer and GPC in writing. This DCO Agreement will inure to the benefit of, and be binding upon, the allowed successors and assigns of Customer and of GPC.

13.6 Survival. The obligations of the Parties that by their nature survive the termination or expiration of this DCO Agreement, will survive and inure to the benefit of the Parties. Those provisions of this DCO Agreement that provide for limitation of or protection against liability will apply to the full extent permitted by law and will survive termination or expiration of this DCO Agreement.

13.7 Notices and Contacts. The SOW lists each Party's point-of-contact for DCO Agreement notices and correspondence. Notice under this DCO Agreement must include the applicable Site name(s) 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 (effective the next Business Day); or (iv) registered or certified U.S. mail, with proper postage (effective the following fourth Business Day). Customer must inform GPC of any update in its contact information or regarding any other administrative matter by prompt written notice to GPC in accordance with this Section 13.7 (*Notices and Contacts*).

13.8 Further Assurances. Each of the Parties will do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time, whether at or after the execution of this DCO Agreement, in furtherance of the express provisions of this DCO Agreement and the transactions contemplated hereunder.

13.9 Entire Agreement. This DCO Agreement contains the Parties' final and exclusive expression regarding the transactions contemplated by this DCO Agreement and replaces any previous or contemporaneous oral or

written discussion, representation, promise, arrangement, understanding, or agreement relating to the subject matter. The Parties do not intend that this DCO Agreement affect any other agreement between them. GPC enters into this DCO Agreement in its capacity as a regulated electric utility, and neither Party is an agent, partner, joint venturer, contractor, or representative of the other by reason of this DCO Agreement.

13.10 Counterparts. This DCO Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same agreement. The Parties may exchange counterparts of this DCO Agreement as a scanned image (e.g., .pdf) as an attachment to email; or other electronic means and an electronic or scanned signature is an original signature for all purposes.

13.11 Right to Subcontract. GPC may subcontract all or part of its obligations under this DCO Agreement so long as GPC remains responsible to Customer for all DCO Agreement obligations and for management of each subcontractor. For purposes of this DCO Agreement, no contractual relationship will exist between Customer and any GPC subcontractor. Customer agrees that any such GPC subcontractor may access and use Customer's Site(s) and facilities for the performance of GPC's obligations hereunder. All persons furnished, used, retained, or hired by or on behalf of GPC in the performance of GPC's obligations under this DCO Agreement will be the employees, subcontractors, or suppliers of GPC.

13.12 Affiliate Employees. Employees of GPC's Affiliates may perform GPC's obligations under this DCO Agreement and Customer consents to such arrangements. Such individuals will be deemed solely employees of GPC and GPC will be responsible for their activity. Customer waives and relinquishes any claim or cause of action against GPC's parent or any Affiliate, it being the Parties' intent that the activity of these employees will not be attributable to GPC's parent or any Affiliate.

13.13 Contract Interpretation. In case of any conflict between a provision of this DCO Agreement and the Rules and Regulations, the Rules and Regulations will control. Capitalized terms not defined herein have the meaning set forth in the Rules and Regulations. Each exhibit, attachment, appendix, schedule, regulatory requirement, policy, procedure, standard, or document attached to or referenced in this DCO Agreement is incorporated by this reference into, and is integral to, this DCO Agreement, as if included in the main body. Defined terms may be singular or plural, as the context requires and, absent express statement otherwise, have the same meaning in all DCO Agreement documents. In this DCO Agreement and in all attached or incorporated DCO Agreement documents: (i) "**including**" means "including, but not limited to" or "including, without limitation"; (ii) "**or**" means "either or both" ("A or B" means "A or B" or both "A and B"); (iii) "**e.g.**" means "for example, including, without limitation"; and (iv) if the Party has provided email contact information, "**written**" or "**in writing**" includes email communication, absent express statement otherwise. Reference to: (a) a Party or entity includes any allowed successor or assign; (b) a regulatory authority includes an authority succeeding to the same function; and (c) an applicable law, document, policy, procedure, standard, or provision is to the law, document, policy, procedure, standard, or provision as modified or amended, and then-effective or current. Captions are for convenience only and do not affect interpretation. Reference to a DCO Agreement part by caption or number includes all separate sections and clauses within that part and reference to a section by caption or number includes all separate clauses within that section.

13.14 Non-Waiver. A Party's failure to enforce a DCO Agreement provision does not constitute waiver of that, or any other, provision; waiver of a right or remedy in one instance is not 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. Further, payment of a cost, invoice, or monthly bill by either Party does not waive a DCO Agreement right or claim, unless expressly waived in writing and signed by that Party's authorized representative.

13.15 Contract Modification; Amendment. An amendment is effective only if made in accordance with DCO Agreement terms, specifically including Section 13.7 (*Notices and Contacts*). Otherwise, an amendment (by deletion, addition, or revision) is not effective unless in writing and signed by such Party's authorized representative.

13.16 Severability. If a court rules a DCO Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective. The Parties will negotiate in good faith to replace the provision and restore the DCO Agreement as nearly as possible to its original intent. If a court finds a provision to be unreasonably broad in time or scope, the Parties desire that the court reduce the breadth to the maximum legally allowable parameter, instead of holding it totally unenforceable. Further, if Customer is a Governmental Entity, to the extent the Governmental Entity is legally barred by Georgia law or federal law from executing or agreeing to any provision of this DCO Agreement, then such provision will be deemed modified to the extent necessary to make such provision consistent with Georgia law or federal law. The remainder of this DCO Agreement will not be affected thereby and will survive and be enforceable.

Each Party agrees to all terms and conditions of this DCO Agreement as of the Execution Date and have caused this DCO Agreement to be executed by their duly authorized representatives on the respective dates entered below.

Georgia Power Company	**Atlanta Falcons Football Club, LLC**
By: _____	By: _____
Latanza Adjei Senior Vice President, Customer Experience	Spencer Treadwell VP Operations
Date: _____	Date: _____

EXHIBIT A – STATEMENT OF WORK

Distributed Energy Resource (DER)

Customer-Owned (DCO) Program Agreement

at DCO-00001 (Atlanta Falcons Training Camp)

between Georgia Power Company

and Atlanta Falcons Football Club, LLC

Contacts for Contract and Administrative Matters:	
Notice to GPC:	**With Copy to:**
In accordance with Section 13.7 (Notices and Contacts), all notices must include the Site name.	
Georgia Power Company Attn: Resiliency Program Manager Bin 10210 241 Ralph McGill Blvd., N.E. Atlanta, GA 30308 G2RESNWPJT@southernco.com	Georgia Power Company Legal Dept. Attn: Transactional Bin 10180 241 Ralph McGill Blvd., N.E. Atlanta, GA 30308
Notice to Customer:	
Atlanta Falcons Football Club, LLC Attn: Spencer Treadwell VP Operations 4400 Falcon Parkway Flowery Branch, GA 30542 Email: STreadwell@falcons.nfl.com	

Customer Account Information:	
Account Number(s): REDACTED REDACTED REDACTED	Meter Number(s): REDACTED REDACTED REDACTED

Customer Equipment

Item #	Item Name	Qty	Description
001	G-HQ	1	PowerSecure Skintight Enclosure 625kW Standby, 600kW LTP for 200 hrs annually, 480/277V, 3ø, 4-Wire, 65kAIC, NEMA 3R, T4F Rated, Level 2 Sound Attenuation (78db @ 23'), Weather Package 1.
002	G-Emory	1	PowerSecure Power Block, 350kW Standby, 340kW LTP for 200 hrs annually, 480/277V, 3ø, 4-Wire, 65kAIC, NEMA 3R, T4F Rated, Level 2 Sound Attenuation (78db @ 23'), Weather Package 1.
003	G-IPF	1	PowerSecure Power Block, 350kW Standby, 340kW LTP for 200 hrs annually, 480/277V, 3ø, 4-Wire, 65kAIC, NEMA 3R, T4F Rated, Level 2 Sound Attenuation (78db @ 23'), Weather Package 1.

004	AASB-HQ	1	NexGear® Switchgear, 1600A, 480/277V, 3ø, 4-Wire, 65kAIC, NEMA 3R, UL891, Front / Side /Rear Access, 3 Sections.
005	AASB-Emory	1	NexGear® Switchgear, 1600A, 480/277V, 3ø, 4-Wire, 65kAIC, NEMA 3R, UL891, Front / Side / Rear Access, 3 Sections.
006	AASB-IPF	1	NexGear® Switchgear, 1000A, 480/277V, 3ø, 4-Wire, 65kAIC, NEMA 3R, UL891, Front /Side / Rear Access, 3 Sections.

Customer Equipment Value	**$REDACTED**

Scope

Financial Terms

Generating Capacity: 1,280 kW (LTP rating) (1 x 600kW, 2x 340kW)
Resource Type: Tier 4 Final Diesel Reciprocating Engine/Generators
Annual Credit Value ($/kW-yr): REDACTED

TABLE 1	
Term	15 years
Monthly Credit Value	$ REDACTED
Annual Credit Value	$ REDACTED
Total Nominal Credit Value	$ REDACTED

Term

The DCO Agreement will become effective on the Execution Date and will continue for a period of 15 years after the Commercial Operation Date in accordance with Part 1 (*Term*).

The Projected Commercial Operation Date is January 1, 2027.

Communication and Controls

GPC will provide a communication cabinet (the "**Gateway**") measuring no larger than 36" tall, 24" wide, and 18" deep and weighing no more than 50lbs. The Gateway and all ancillary equipment will be the property of GPC and will remain locked with a GPC owned padlock after commissioning. No Customer owned equipment may be placed inside or pass through the Gateway. GPC will have unfettered access to the Gateway.

Customer will provide a 120-volt circuit with an ampacity of 15 amps and a 15-amp fused disconnect to be placed within 24" of the Gateway. The Gateway will be provided with three (3) feet of ½" flexible conduit tail and #12awg copper conductor which Customer will connect and terminate in the fused disconnect. The fused disconnect will be the point of demarcation and Customer will provide, own, install, and maintain the fused disconnect and all other equipment required to provide the 120-volt circuit for the Gateway. GPC will provide, own, and maintain the ½" flex conduit and #12awg copper conductor from the fused disconnect to the Gateway. The 120-volt circuit to the fused disconnect will be left energized, with the fused disconnect in the open (off) position. GPC will have the right to operate the fused disconnect as needed for safe and reliable operation of the Gateway.

Grid Support

REDACTED.

GPC may utilize the Equipment to provide Grid Support for up to REDACTED hours per calendar year REDACTED in accordance with Section 4.4 (*Grid Support*).

Operational Limitations	REDACTED

EXHIBIT B - FORM SITE CONTROL AFFIDAVIT

Distributed Energy Resource (DER)

Customer-Owned (DCO) Program Agreement

at DCO-00001 (Atlanta Falcons Training Camp)

between Georgia Power Company

and Atlanta Falcons Football Club, LLC

#Date#

Georgia Power Company
ATTN: Resiliency Program Manager
241 Ralph McGill Blvd NE
Bin No. 10210
Atlanta, Georgia 30308

RE: Georgia Power Company's DER Customer Owned Agreement – Site Control

Ladies and Gentlemen:

In accordance with the provisions of the DER Customer Owned Agreement ("**DCO Agreement**"), **Atlanta Falcons Football Club, LLC**, a Georgia limited liability company ("**Customer**"), submits this Site Control Affidavit. For Customer to be eligible for participation Customer must, among other things, possess Site Control, as such term is defined below. Capitalized words not defined herein have the meaning set forth in the DCO Agreement.

Customer hereby represents, warrants, or covenants that:

1. The Site and Equipment will be located at [Insert parcel number and GPS coordinates of the Site] ("**Site**")

2. Customer has obtained control of the Site in the form specified below ("**Site Control**"). Customer [check one]:

   a. ☐ Owns the Site (evidenced by a deed recorded in the county property records);

   b. ☐ Leases the Site (pursuant to a current binding written agreement between Seller and the owner or lessor of the Site); or

   c. ☐ Holds a current binding easement from the owner or lessor of the Site that grants Customer express rights to grant Access to GPC.

3. The above-selected Site is free and clear of any lien, right, contract, or other encumbrance that would prevent, limit, or otherwise impede or impair Access during the Term of the DCO Agreement.

4. To the extent not otherwise addressed in Paragraph 2 above, Customer is or will be the holder of each and every right-of-way grant, easement, or similar instrument(s) necessary for access to the Site, or otherwise to enable GPC's Access during the Term of the DCO Agreement.

5. The Site is adequate for the Equipment and lawfully zoned for the Equipment, or if not already appropriately zoned, Customer has obtained appropriate zoning, and any and all other governmental approvals required for use of the Site, before Customer's execution of the DCO Agreement.

6. Customer will promptly notify GPC in writing of any change in the status of Site Control.

7. Upon request, Customer will provide to GPC a copy of all documents necessary to demonstrate satisfactory legal evidence of Site Control, including the lease, deed, or easement, as applicable, comprising the Site Control noted above.

Customer does solemnly swear or affirm, under penalty of perjury, that the information Customer has provided in this Site Control Affidavit is based on Customer's own personal knowledge and is true, complete, and correct and that the representative of Customer identified below is authorized to submit this Affidavit on behalf of Customer.

Atlanta Falcons Football Club, LLC

By: _____

Name: _____

Title (if applicable):

Date:

State of _____

County of _____

On this _____ day of _____, _____, before me appeared **Atlanta Falcons Football Club, LLC**, a Georgia limited liability company, the person who signed the Site Control Affidavit in my presence and who swore or affirmed that such person understood the document and freely declared it to be truthful.

_____

Official Signature of the Notary

Official Seal of the Notary

My Commission Expires:

EXHIBIT C – RESERVED

Distributed Energy Resource (DER)
Customer-Owned (DCO) Program Agreement
at DCO-00001 (Atlanta Falcons Training Camp)
between Georgia Power Company
and Atlanta Falcons Football Club, LLC

RESERVED

EXHIBIT D – MINIMUM SPECIFICATIONS

Distributed Energy Resource (DER)

Customer-Owned (DCO) Program Agreement

at DCO-00001 (Atlanta Falcons Training Camp)

between Georgia Power Company

and Atlanta Falcons Football Club, LLC

Capitalized terms not defined in this Exhibit D have the same meaning ascribed to such terms in the DCO Agreement.

IEEE: Institute of Electrical and Electronics Engineers.

RICE: Reciprocating Internal Combustion Engine.

ULSD: No.2 Ultra Low Sulphur Diesel.

PART 1 GENERAL

1.1 This document defines the minimum technical requirements for Customer to engineer, procure, construct, and own a fully functional RICE generating system including all balance of plant equipment required to tie the system to the GPC defined point of interconnection and consistent with the terms of GPC's DCO Program.

1.2 The intent of this document is to provide Customer with the GPC's minimum technical requirements for this system. Customer will use these requirements in developing their technical specifications. Customer is expected to include other requirements as necessary.

1.3 The RICE generating system will be manufactured with only new components and materials unless GPC's prior written approval is obtained.

1.4 Each RICE generating system will be either EPA Certified Natural Gas or Tier 4 Final Factory Certified Diesel.

PART 2 OPERATING REQUIREMENTS

2.1 The RICE generating system, including all balance of plant equipment, will be engineered and designed to a minimum design life of twenty (20) years, considering site specific conditions and expected operating conditions.

2.2 All facility equipment and systems (mechanical and electrical) will be capable of operation in ambient temperatures between 0°F and 105°F with a coincident humidity between 0% and 100%.

2.3 Provisions for winter operation (e.g. freeze protection) will be based on 0°F dry bulb for 72 hours with a continuous 25 mph wind. All facility equipment and systems will be capable of continuous operation under these conditions.

2.4 Customer will identify any limitations on the operation of the RICE generating system including but not limited to limitations such as annual operation hours or annual starts.

2.5 The RICE generating system will automatically startup upon loss of utility at a Customer's facility. Within 10 seconds from the utility loss, the RICE generating system will provide the required power to meet Customer's facility load requirement. Upon detection of the return of utility power, the RICE generating system will continue to run for 5-minutes after a return to utility power and then automatically shut down and return to emergency standby and dispatch mode.

2.6 The RICE generating system will also be capable of being dispatched by GPC's remote dispatch center. Upon receiving GPC's remote run signal, the RICE generating system will automatically startup and synchronize operation in a parallel interconnection configuration with the grid, with utility export allowed.

PART 3 DESIGN REQUIREMENTS

3.1 RICE Design. Customer will be responsible for the design of the RICE system including, but not limited to, determining voltage and kW ratings, quantity of RICE machines required, operational requirements, and any ancillary equipment (paralleling switchgear, fuel tanks, etc.) that may also be required.

3.1.1 Fuel Supply and Storage

(i) Unless otherwise agreed upon, the fuel used will either be natural gas or ULSD.

(ii) For diesel RICE generating systems, Customer will provide adequate storage (minimum of 24-hours), containment, and suitable access and facilities for refill of the fuel supply, in accordance with all applicable codes and regulations.

(iii) For natural gas RICE generating systems, Customer will be responsible for interconnection to the existing natural gas supply, including additional piping, valves, fittings and instruments, filtering, and regulation of natural gas supply to the RICE generating system in accordance with all applicable codes and regulations. Customer is responsible for all coordination with the utility.

3.1.2 Terminal Points

(i) Customer will be responsible for determining requirements and interconnecting with the needed terminal points for installation. Customer will provide: all mechanical piping, valves, fittings, meters, etc.; electrical equipment for RICE generation output, auxiliary power, and construction power; and natural gas meter; and instrumentation.

3.1.3 Grounding System

(i) A grounding system consisting of ground rods and interconnecting copper conductors will be provided for the RICE generating system per industry standards including IEEE 665 and IEEE 80.

(ii) All below-grade grounding connections will be exothermic.

(iii) The ground grid should be connected to the existing grid in at least 2 places

3.1.4 Synchronizing Controller

(i) A synchronizing controller will be provided by Customer and be capable of tying into a dead bus as well as synchronizing to an energized bus.

(ii) Bus PTs will be provided by Customer to support the synchronization scheme.

3.1.5 Instruments, Controls and Communications

(i) Control System

(a) RICE generating system plant control will be connected through a Customer supplied control system. Customer is required to provide a serial data connection for the GPC Gateway/RTU. The controls must support remote operation. Additionally, Customer must provide a complete points map to GPC.

(ii) GPC Gateway/RTU System

(a) GPC will supply a GPC Gateway/RTU system to enable remote dispatch for the Operations Monitoring and Diagnostic (M&D). GPC also requires comprehensive data maps for all assets in either DNP or Modbus format. The Gateway/RTU will communicate with RICE engine controller and to off-site M&D Center.

(b) Customer will provide data maps (Modbus, DNP or OPCUA) and will provide an interface to GPC. Customer to provide a points list of all points in the site including switchgear, metering, and RICE generation.

(c) Customer will provide space in the enclosure for GPC-owned Gateway/RTU equipment. Customer will provide and complete grounding to the Gateway/RTU equipment cabinet. Customer to label each end of each SCADA related cable with the Port and Destination Device Name to which the cable is connected.

(d) Metering devices will be independently connected via fiber and must use MODBUS or DNP to communicate with the Gateway/RTU system.

(e) Customer will provide a diagram showing all connected devices used for data acquisition.

(iii) Physical and Cyber Security

(a) Access Control

(1) Customer provided enclosures for Control Systems and system components will be locking enclosures.

(2) Customer will ensure access to the GPC-owned Gateway/RTU equipment will be needs-based.

(3) Prior to commissioning, Customer will provide list of authorized individuals or entities with access to enclosure in which GPC-owned Gateway/RTU equipment will be located.

(4) Post commissioning, GPC will need to agree to any changes in individuals or entities with access to enclosure in which GPC-owned Gateway/RTU equipment will be located.

(5) Customer will not, under any circumstances, perform any attempts in accessing, logging, or force themselves into the GPC-owned Gateway/RTU equipment.

(b) Patch Management and Lifecycle of Equipment

(1) Customer will follow industry or GPC recommendations when it comes to ensuring that Customer assets interfacing with GPC-owned Gateway/RTU equipment are updated, secure, and supported by appropriate manufacturer.

(c) Wireless Technology

(1) Customer will not use wireless technologies for control of equipment or devices, to retrieve data critical to control, or for data used for alarms that require operator intervention. Wireless technologies may only be used for data that can be lost for extended periods of time and have no impact to operation functions.

(2) Customer will not extend or bridge Control System networks into wireless networks. Wireless networks will not bridge or create mesh networks across Company's segmented networks.

(3) Customer will disable Bluetooth on all devices by default. No Wi-Fi access points will be connected to control networks.

(d) GPC's Data Security

(1) Customer will ensure that the confidentiality, integrity, physical security and electronic security of the Company's data are maintained while in Customer's care, custody, or control. All GPC-specific Control System

configuration and security information, control programming, graphics, and associated data files will be considered GPC's confidential information or protected information covered under the contract's general terms and conditions.

(e) Notification of Potential Cyber Security Incident

(1) Customer will provide notification within 24 hours of a known potential cyber security incident occurring at Customer's facility. Notifications will be submitted to the Generation Incident Response mailbox: REDACTED.

(iv) Data Communications

(1) GPC will provide, install and commission a MDS Orbit Radio (or approved equivalent by GPC) and associated equipment for remote GPC monitoring and control.

(2) Customer's SCADA to output points, as DNP connection, as three serial connections to COM1, COM2, and COM3.

(a) COM1 will be the communication to GPC's Monitoring and Diagnostic center.

(b) COM2 will be a reduced list of points to GPC's Distribution Control Center (DCC).

(c) COM3 will be to the GPC historian.

(3) GPC will provide the COM port settings for Customer. Customer will design the system for remote control and monitoring. GPC will provide a minimum sample tag list to Customer.

(v) Controls & Protection Equipment

(1) Customer will supply an overall control system to control the RICE generators and auxiliaries including the generator breaker(s) and station service and Remote Controls/Alarms.

(a) Remote Control/Alarm features must include (but are not limited to) the following:

1. Starting and shutdown
2. All control features (black start, raise/lower power and voltage, etc.)
3. Low oil pressure alarm
4. Low fuel level or pressure alarm
5. Low water level alarm
6. High water temperature alarm
7. High oil temperature alarm
8. Failure to start alarm
9. Ground fault detection
10. Low battery voltage alarm
11. Under frequency alarm
12. Over frequency alarm

13. Under voltage alarm
14. Over voltage alarm

PART 4 GUARANTEE TEST REQUIREMENTS

4.1 The following guarantee tests, unless modified in the DCO Agreement, are required to be performed by Customer:

4.1.1 Performance Tests

(i) Capacity

4.1.2 Capability Tests

(i) Cold Start

(ii) Hot Start (restart)

(iii) No Load Operation

(iv) Start to base load ramp rate

(v) Point-to-Point Checks

(a) M&D Center Checks

(b) DSCADA Checks

PART 5 ENVIRONMENTAL

5.1 Engines must be emissions certified for non-emergency use.

5.2 Customer warrants that any RICE supplied under this DCO Agreement has been certified to all applicable Clean Air Act emission standards for the specified model year, fuel type, and size, including, for engines intended for stationary use, those referenced in the following regulations promulgated by the U.S. Environmental Protection Agency:

5.2.1 40 CFR 63 Subpart ZZZZ;

5.2.2 40 CFR 60 Subpart IIII; and

5.2.3 40 CFR 60 Subpart JJJJ.

5.3 Customer will also provide a copy of the certification to GPC as a requirement of this warranty.

5.4 The RICE system must be certified from the manufacturer to EPA emissions certification requirements for non-emergency use. Diesel-fired engines must meet a Tier 4 Final emissions certification according to New Source Performance Standards (NSPS) Subpart IIII, and natural gas-fired engines must meet the applicable EPA emissions certification requirements for non-emergency engines in New Source Performance Standards (NSPS) Subpart JJJJ.

PART 6 COMPANY REPRESENTATIVE

6.1 GPC will have the option to review design, at any time. GPC will have the opportunity for surveillance during all phases of the project.

PART 7 MISCELLANEOUS REQUIREMENTS

7.1 Areas with the possibility for oil or chemical spill will be designed with appropriate containments to capture such spills and allow for clean up without release to non-contained areas.

7.2 Customer is responsible for notification to GPC of any Customer-caused spills, immediately following a spill event, and required to immediately clean up spills or release and return property to pre-spill or pre-release condition.

7.3 GPC is responsible for notification to Customer of any GPC-caused spills, immediately following a spill event, and required to immediately clean up spills or release and return property to pre-spill or pre-release condition.