Georgia Power Company's
2020 Distributed Generation Solar Power Purchase Agreement
GPC-XXXXX

This Distributed Generation Solar Power Purchase Agreement ("**PPA**") (GPC-XXXXX) is entered into as of the Execution Date by and between Georgia Power Company ("**Georgia Power**") and a solar power generator, [_____] ("**Seller**"). Georgia Power and Seller may be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

W I T N E S S E T H:

WHEREAS, Seller desires to sell, and Georgia Power desires to purchase, all the Solar Output generated by or associated with Seller's Facility consistent with Georgia Power's 2020 Distributed Generation Request for Proposals ("**2020 DG RFP**") and the Georgia Public Service Commission (the "**Commission**") Orders in Docket Nos. 43085 and 42310; and,

WHEREAS, the Parties desire to set forth the terms and conditions upon which the sale of Solar Output may be conducted between the Parties;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein set forth, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Georgia Power and Seller, each intending to be legally bound, hereby agree as follows:

Capitalized terms have the meanings assigned in Section 18 unless otherwise defined herein.

1. Description of Facility. The Facility is owned by Seller and must conform to the description set forth in Section 2 of **Appendix A**. The Facility must be separately metered and directly interconnected to a Georgia Power Distribution Circuit.

2. Term. This PPA becomes effective on the Execution Date and remains in full force and effect for the Term (to include the number of Annual Periods shown in Section 3 of **Appendix A**), subject to the termination provisions set forth in this PPA.

3. Sale and Purchase of Solar Output. Commencing on Commercial Operation Authorization, subject to the terms and conditions of this PPA, Seller agrees to sell and deliver, and Georgia Power agrees to purchase and receive, one hundred percent (100%) of the Solar Output generated by and delivered from the Facility, including one hundred percent (100%) of the Energy generated by the Facility that Seller delivers to the Point of Interconnection. Table B in Section 3 of **Appendix A** sets forth Seller's expectation of the nominal amounts of Energy to be delivered to Georgia Power each Annual Period (the "**Annual Energy Contract Amount**"). Seller is not entitled to any compensation for Solar Output prior to Seller's obtaining Commercial Operation Authorization from Georgia Power, including for Energy produced during Facility testing and start-up. During the Term, Energy, Environmental Attributes, and electrical products from the Facility must not be offered or committed for sale to any other Person.

4. Contract Energy Price; Front Load Performance Security. The price for Solar Output is set forth in Table A in Section 3 of **Appendix A** (the "**Contract Energy Price**"). If, as determined on the Execution Date, the Contract Energy Price exceeds Georgia Power's projected avoided cost in any calendar year, Seller must maintain Front Load Performance Security for the Term of the PPA in accordance with, and delivered at the time specified in, **Appendix B**.

5. Performance Security. If Seller is not Creditworthy, Seller must maintain Performance Security and comply with the provisions of **Appendix D**.

6. Interconnection.

a. Interconnection Agreement. Seller must execute the Interconnection Agreement at the time of its execution of this PPA. Georgia Power may condition its performance of interconnection-related work and its incurrence of Interconnection Costs on Seller's execution of and adherence to the Interconnection Agreement.

b. Interconnection Costs. Seller is solely responsible for all Interconnection Costs, including all Interconnection Costs incurred by Georgia Power. Georgia Power is not obligated to incur any Interconnection Costs or otherwise commence any interconnection-related work until Seller has paid all Interconnection Costs in accordance with the Interconnection Agreement. Specifically, Georgia Power will not be required to interconnect the Facility to the Georgia Power Distribution Circuit until Seller has fully paid Georgia Power for all Interconnection Costs under the Interconnection Agreement. Seller must pay Georgia Power for any additional Interconnection Costs incurred by Georgia Power resulting from any changes to the Facility documents, the Facility or the Site, or any delay by Seller in fulfilling its obligations under this Section 6.

c. Final Facility Documents. Seller must provide all final Facility documents that provide all Facility technical details and/or that are required by Georgia Power (including the final Facility one-line diagram, Site plan, panel and inverter specifications, and the information required by Section 8.6.2 of the Southern Company DER Policy) ("**Final Facility Documents**") as soon as practicable, but no later than ninety (90) Days prior to the Required Mechanical Completion Date ("**RMCD**"). Following delivery to Georgia Power, Seller must construct the Facility in accordance with, and may not substantively change, the Final Facility Documents without Georgia Power's express written consent. If the Facility Size is equal to or greater than 100 kW, the Final Facility Documents must be stamped by a Professional Engineer. For a Facility Size less than 100 kW, the Final Facility Documents must be approved by a certified electrician or a Professional Engineer. Seller acknowledges that any delay caused by Seller in furnishing the Final Facility Documents to Georgia Power and any change to the Facility design or equipment or the Site may delay Georgia Power's acceptance of the Final Facility Documents, construction of its interconnection facilities, and the grant of COA.

7. Metering.

a) Installation and Purchase. Georgia Power will install, at Seller's expense, Georgia Power-owned metering equipment, as determined by Georgia Power to be appropriate for the purchase of Solar Output, and in accordance with the Interconnection Agreement. All Energy purchased by Georgia Power is measured through such metering equipment.

b) Meter Adjustment. Neither Seller, nor any of Seller's Affiliates, or the employees, contractors, subcontractors, agents or representatives of any of them, will make an adjustment to metering equipment without the prior written consent of Georgia Power.

8. Obtaining Commercial Operation Authorization.

a) Mechanical Completion. Seller must achieve Mechanical Completion of the Facility by the RMCD. Seller must complete and submit the Mechanical Completion Certificate attached hereto as **Appendix E** to Georgia Power when Seller believes that the Facility has achieved Mechanical Completion. Upon receipt of such Mechanical Completion Certificate, Georgia Power will have the right, but not the obligation, to inspect the Facility or review inspection-related information prior to acceptance. However, if Georgia Power determines that Seller has not actually achieved Mechanical Completion, Seller must promptly resolve any issues or deficiencies and then resubmit the Mechanical Completion Certificate. Seller is not entitled to

any extension of the RMCD as a result of Georgia Power's construction schedule for its interconnection facilities.

b) Failure to Achieve Mechanical Completion by the Required Mechanical Completion Date. Subject to Section 13(a), if Seller fails to achieve Mechanical Completion of the Facility by the RMCD, Seller must pay Delay Damages to Georgia Power for each Day of delay after the RMCD (including any partial Day) until the earlier of (i) Mechanical Completion of the Facility, (ii) the date that Seller notifies Georgia Power that Mechanical Completion will not be achieved, or (iii) ninety (90) Days after the RMCD. If Delay Damages are owed under this Section 8(b), no later than five (5) Business Days after the RMCD, Seller must provide Eligible Collateral to Georgia Power in the amount equal to the lesser of ninety dollars per kW ($90/kW) or ninety thousand dollars ($90,000). Georgia Power will be entitled to draw such Delay Damages from the Eligible Collateral. Any unused Eligible Collateral paid by Seller and held by Georgia Power for Delay Damages will be returned to Seller.

c) Initial Synchronization Request. Subject to Section 13(a), Seller must submit the Initial Synchronization Request to Georgia Power by no later than sixty (60) Days after the date of Mechanical Completion of the Facility (the "**Required Notice Date for Initial Synchronization**"). However, the Initial Synchronization Request will be invalid if (i) Seller has not met all pre-Initial Synchronization requirements in the Interconnection Agreement, including payment of the Interconnection Costs; or (ii) the Facility otherwise is not actually ready for Initial Synchronization. Seller must provide Georgia Power at least 10 Business Days' prior written notice of the date requested for Initial Synchronization.

d) Failure to Submit the Initial Synchronization Request by the Required Notice Date for Initial Synchronization. Subject to Section 13(a), if Seller fails to submit the Initial Synchronization Request to Georgia Power by the Required Notice Date for Initial Synchronization, Seller must pay Delay Damages to Georgia Power for each Day of delay after the Required Notice Date for Initial Synchronization (including any partial Day) until the earlier of (i) the date that Seller issues the Initial Synchronization Request, (ii) the date that Seller notifies Georgia Power that Initial Synchronization will not be requested, or (iii) sixty (60) Days after the Required Notice Date for Initial Synchronization. If Delay Damages are owed under this Section 8(d), then no later than five (5) Business Days after the Required Notice Date for Initial Synchronization, Seller must provide Eligible Collateral to Georgia Power in the amount equal to the lesser of sixty dollars per kW ($60/kW) or sixty thousand dollars ($60,000). Georgia Power will be entitled to draw such Delay Damages from the Eligible Collateral. Any unused Eligible Collateral paid by Seller and held by Georgia Power for Delay Damages will be returned to Seller.

e) Initial Synchronization. After Georgia Power's receipt of a valid Initial Synchronization Request, and provided Georgia Power's interconnection facilities are ready for Initial Synchronization, the Parties will jointly select a date and time for the Facility's Initial Synchronization. During Seller's commissioning of the Facility, Seller will be granted one period of Initial Synchronization, which must not last more than seven Days past the date of energization. If the Initial Synchronization period exceeds seven (7) Days, Georgia Power reserves the right to temporarily disconnect the Facility and de-energize its interconnection facilities, and in such case Georgia Power reserves the right to determine under the Interconnection Agreement when to reconnect the Facility and re-energize its interconnection facilities before Witness Testing.

f) Witness Testing and Commercial Operation Authorization. Seller must cooperate with all Witness Testing in accordance with Georgia Power's Distribution Test Policy. Following Mechanical Completion and Georgia Power's receipt of the Initial Synchronization Request, Georgia Power and Seller will jointly select the date and time of Witness Testing in accordance with the Interconnection Agreement; provided, however, that Georgia Power is not obligated to expedite Witness Testing and may schedule Witness Testing in the order of requests received and subject to availability of its resources. Georgia Power will not schedule initial Witness Testing in the month of December. If Georgia Power determines, under the Interconnection

Agreement that the Facility passes all Witness Testing ("**Successful Witness Testing**") and provided that Seller has satisfied all other pre-Commercial Operation Authorization obligations under this PPA and the Interconnection Agreement, Georgia Power will grant Commercial Operation Authorization to Seller within seven (7) Business Days after the date of Successful Witness Testing. Seller must achieve Successful Witness Testing as soon as practicable after Initial Synchronization but no later than one hundred twenty (120) Days after the original date of Initial Synchronization. For the avoidance of doubt, any re-energization of the Facility after the original date of Initial Synchronization will have no effect on Seller's obligation to achieve Successful Witness Testing by no later than one hundred twenty (120) Days after the original date of Initial Synchronization.

g) Georgia Power Completion of Construction. Georgia Power does not guarantee completion of construction of its interconnection facilities by a date certain or to provide Initial Synchronization by a date certain. Georgia Power is not obligated to expedite the construction of its interconnection facilities or Initial Synchronization in advance of the milestone dates reflected in the PPA and Interconnection Agreement. Seller acknowledges that any Seller delay may delay Georgia Power's construction of its interconnection facilities and the interconnection of the Facility, including: (i) any delay in furnishing the Final Facility Documents to Georgia Power as required by Section 6(c), (ii) any delay in Seller's payment to Georgia Power of any Interconnection Costs under the Interconnection Agreement, (iii) any delay in final Site stabilization, or (iv) any change to the Facility design or equipment or the Site. For the avoidance of doubt, Georgia Power is not obligated to incur any Interconnection Costs or otherwise commence any interconnection-related work until Seller has paid all Interconnection Costs in accordance with the Interconnection Agreement, and Georgia Power will not be required to interconnect the Facility to the Georgia Power Distribution Circuit until Seller has fully paid Georgia Power for all Interconnection Costs incurred by Georgia Power.

h) Seller Duty to Update. Seller must promptly notify Georgia Power in writing of any issue, event or other development that has impacted, or would reasonably be expected to impact, Seller or the development, construction, or completion of the Facility such that Seller is unlikely to (i) achieve Mechanical Completion by the RMCD, or (ii) submit the Initial Synchronization Request by the Required Notice Date for Initial Synchronization, or (iii) achieve Successful Witness Testing by one hundred twenty (120) Days after the date of Initial Synchronization. Seller's notification to Georgia Power of any issue, event, other development or change does not alter Seller's obligations under this PPA.

i) Effect of Georgia Power Action. No Georgia Power: (i) action (e.g., technical review or evaluation, Witness Testing, Facility assessment, allowing operation, consent to delegation to an operator, review of records) or inaction (e.g., failure to assess any portion of the Facility or to exercise its rights); or (ii) statement, representation, or failure to speak, express or implied, at any time during the Term: (a) is an endorsement of Facility design, fitness, construction, operation, or maintenance; (b) is a warranty of Facility safety, durability, or reliability; (c) makes Georgia Power responsible for the Facility; (d) relieves Seller of its exclusive responsibility for Facility design, construction, operation, and maintenance; or (e) relieves Seller of exclusive liability for injury, death, or damage arising from the Facility or from Seller or operator action or inaction.

9. Facility Operations.

a) Facility Operation and Maintenance. Seller, at its expense, must supply, manage, control, operate, and maintain the Facility in compliance with this PPA, the Interconnection Agreement, and all applicable legal requirements. Seller must also maintain operation and maintenance records, which Georgia Power may review upon reasonable request. Although Georgia Power may review the records and the Facility, Georgia Power has no responsibility, actual or implied, for Facility operation or maintenance under this PPA or otherwise.

b) Interconnection Limit. The Facility output must not exceed the Interconnection Limit at any time during the Term.

c) Maximum Energy Contract Amount. If the Annual Delivered Energy for an Annual Period exceeds the Maximum Energy Contract Amount for the Annual Period, Georgia Power has the right to terminate this PPA pursuant to Section 16(a)(v) unless, within ninety (90) Days following the end of the Annual Period, Seller establishes, in Georgia Power's reasonable judgment, that the exceedance was due to neither (i) a modification of the Facility not authorized by Georgia Power, nor (ii) Seller's failure to properly manage the generation output of the Facility during the Annual Period in accordance with prudent industry practices. Georgia Power is entitled to inspect the Facility if the Annual Delivered Energy for an Annual Period exceeds the Maximum Energy Contract Amount for the Annual Period. For the avoidance of doubt, if Witness Testing is required under the Interconnection Agreement as a result of the Annual Delivered Energy exceeding the Maximum Energy Contract Amount for any Annual Period, Seller is responsible for the cost of such Witness Testing.

10. Environmental Attributes Included in Solar Output.

a) Seller agrees that the sale of Energy from the Facility includes all Environmental Attributes, however denominated. Seller will not be entitled to separate or additional compensation for Environmental Attributes. All Environmental Attributes associated with the Solar Output are the sole and exclusive property of Georgia Power, which Georgia Power will make use of for the benefit of its customers. Georgia Power will have exclusive rights to all Environmental Attributes associated with the Solar Output, which include, without limitation, the exclusive right to: (i) claim that Energy from the Facility was generated from a renewable fuel source; (ii) report that it owns the Environmental Attributes to any governmental authority or other party for compliance with any applicable legal requirement or other purpose; (iii) sell or otherwise transfer the Environmental Attributes to other entities; and (iv) claim the Environmental Attributes to customers or potential customers for purposes of marketing and advertising. Seller and its Affiliates must not issue any marketing materials or other statements regarding their respective operations and business activities that would impact the economic value to Georgia Power of the Environmental Attributes to be transferred hereunder or otherwise reduce Georgia Power's claims to such Environmental Attributes or result in a claim on such Environmental Attributes. Notwithstanding the foregoing, Seller acknowledges that the requirements of Section 17(b) with respect to public statements, press releases, and other publications further limit Seller's and its Affiliates' right to issue marketing materials and make statements concerning the Environmental Attributes.

b) All Environmental Attributes associated with the Energy produced by the Facility will be transferred to Georgia Power at the Point of Interconnection. Seller must maintain and provide to Georgia Power such information as may be necessary to substantiate, account for, and track the quantity of Environmental Attributes, including RECs, associated with Energy delivered from the Facility. Seller must provide Georgia Power with attestations regarding the accuracy of such information as reasonably requested by Georgia Power. Georgia Power will have 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 Georgia Power's business, including disclosures: (i) to any entity or person that purchases the Environmental Attributes from Georgia Power; (ii) to any governmental authority; (iii) to any auditors or any Person that certifies or sets standards with respect to Environmental Attributes; and (iv) as necessary for Georgia Power to defend, verify, or substantiate its ownership of the Environmental Attributes under this PPA.

c) Upon Georgia Power's request, Seller agrees to cooperate with Georgia Power 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. At the written request of Georgia Power, Seller must use reasonable efforts to obtain verification, from a certification authority that is mutually agreed upon by the Parties, that the Environmental

Attributes sold to Georgia Power pursuant to this PPA are in compliance with the standards set by such certification authority.

d) Georgia Power's right to the Environmental Attributes under this PPA will in no way cause Georgia Power to be deemed an owner or operator of the Facility or cause Georgia Power to be responsible for the Facility's compliance with any legal requirements.

e) Seller will not sell or otherwise transfer any of the Environmental Attributes, including RECs, to any Person other than Georgia Power.

f) Seller will not utilize the Environmental Attributes, or the Energy generated with the Environmental Attributes, to satisfy or comply with any applicable legal requirement or any voluntary or involuntary renewable energy requirement, including any renewable portfolio standard, renewable energy standard or any other similar standard or requirement.

11. Payments; Dispute; Georgia Power Account.

a) Monthly Energy Payment. After Seller obtains Commercial Operation Authorization, Georgia Power will pay Seller the Monthly Energy Payment in accordance with **Appendix C** for Monthly Delivered Energy (which includes all compensation for the Monthly Delivered Energy and the transfer of the Environmental Attributes and the electrical products associated with the Monthly Delivered Energy). Monthly Energy Payments are the full compensation owed to Seller for the Facility's Solar Output, including all compensation owed to Seller for all electrical products and all Environmental Attributes.

b) Dispute. Seller and Georgia Power will have twelve (12) months from the date the disputed monthly statement is issued to Seller to question or contest the correctness of any payment or credit. If no question or contest is raised in writing from either Party to the other during such time period, the correctness of all such charges and credits will be conclusively presumed.

c) Georgia Power Account. Seller must establish a Georgia Power account for identification, billing, and payment purposes within sixty (60) Days after the Execution Date. Pursuant to Georgia Power Rules and Regulations, a fee may be imposed in establishing a new Georgia Power account. Upon establishment of the Georgia Power account, Seller will be enrolled in Georgia Power's paperless billing process.

d) Station Service. Seller will purchase Station Service provided by Georgia Power under standard rates. If any electric service is required to serve Auxiliary Equipment, Seller must purchase that service from the local electric service provider.

12. Indemnification.

a) Scope of Indemnity. Seller expressly agrees to indemnify, hold harmless and defend Georgia Power and its Affiliates, agents, officers, directors, employees, and permitted assigns ("**Indemnified Party**") against all claims, liability, fines, costs or expenses (on an after-tax basis) imposed by governmental authorities or arising from loss, damage or injury to the person or property of third parties in any manner directly or indirectly related to: (i) the development, construction, use, ownership, or operation of the Facility; (ii) acts or omissions of Seller or its Affiliates or representatives in connection with the performance of, or failure to perform, Seller's obligations or representations, warranties, or covenants under this PPA; (iii) a representation or warranty of Seller (or its Affiliate) being false or misleading in any material respect when made or when deemed made or repeated; (iv) activities (including prior uses of third parties) on Seller's side of the Point of Interconnection; or (v) any negligence or willful misconduct of Seller or of its Affiliates or representatives, except to extent such loss, damage, or injury is the result of the negligence or willful misconduct of an Indemnified Party.

b) Notice of Proceedings. An Indemnified Party seeking indemnification under this PPA must promptly notify Seller of any claim or proceeding in respect of which it seeks to be indemnified. Such notice must be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim or proceeding. Failure to give such notice will not excuse an indemnification obligation except to the extent failure to provide notice prejudices Seller. Seller will assume the defense thereof with counsel designated by Seller; provided, however, that if the defendants in any such action include both the Indemnified Party and Seller, and the Indemnified Party reasonably concludes that there may be legal defenses available to it that are different from or additional to, or inconsistent with, those available to Seller, the Indemnified Party has the right to select and be represented by separate counsel, at the expense of Seller. If Seller fails to assume the defense of a claim, the indemnification of which is required under this PPA, the Indemnified Party may, at the expense of Seller, contest, settle, or pay such claim; provided, however, that settlement or full payment of any such claim may be made only with Seller's consent or, absent such consent, written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement.

13. Force Majeure.

a) Force Majeure Event and Performance Suspension. Subject to compliance with Section 13(b), the affected Party will be excused from performance of its obligations hereunder, other than payment obligations not affected by the Force Majeure Event, and will not be construed to be in default with respect of such obligation to the extent that, and for so long as, the affected Party's failure to perform such obligations is due to a Force Majeure Event. For the avoidance of doubt, during such Force Majeure Event, Seller is not excused from payment of monthly metering charges, or any service charges owed pursuant to the applicable electric service tariff. The suspension of performance due to a Force Majeure Event will be of no greater scope and of no longer duration than is required by such Force Majeure Event. No Force Majeure Event will extend this PPA beyond the stated Term.

b) Mitigation for Force Majeure Event. Following the occurrence of a Force Majeure Event, the affected Party must give the other Party written notice thereof as promptly as possible after the affected Party becomes aware of such Force Majeure Event, specifically describing the Force Majeure Event. The affected Party must remedy its inability to perform as soon as reasonably practicable. If Seller is the affected Party, when Seller is able to resume performance of its obligations under this PPA, Seller must provide Georgia Power with a written confirmation that the Force Majeure Event has been cured and any supporting documentation that may be reasonably requested by Georgia Power.

c) Early Termination Resulting from a Force Majeure Event. If Seller remains unable to perform its obligations hereunder for more than six (6) months following the initial suspension of performance due to the Force Majeure Event, Georgia Power may terminate this PPA effective upon ten (10) Days' prior written notice to Seller. Upon termination of this PPA pursuant to this Section 13(c), the Parties will have no further liability or obligation to each other except as provided in Section 17(n).

14. PPA Amendment; Assignment; Seller Name Change.

a) Amendments. This PPA may be amended only by a written instrument duly executed by both Parties, each of which has received, if applicable, all approvals of governmental authorities of competent jurisdiction necessary for the effectiveness thereof. In recognition of Georgia Power's administrative burden resulting from multiple amendments requested by Seller, and subject to Section14(b)(iii), Seller agrees that each amendment requested by Seller after the first amendment will be subject to the payment by Seller to Georgia Power of a fee of two thousand five hundred dollars ($2,500), which must be paid by Seller prior to Georgia Power's execution of the amendment.

b) PPA Assignment. Subject to the exception in Section 14(d), Seller may not assign this PPA without Georgia Power's prior written consent, and Seller and the proposed assignee (proposed new Seller) must comply with subsections (i) through (iv) below as conditions precedent to the effectiveness of any assignment of this PPA. If Seller or the proposed assignee fails to comply with any of subsections (i) - (iv) below, the attempted assignment of this PPA will be null and void (except for a collateral assignment pursuant to Section 14(d)). Any assignment of this PPA authorized under this Section 14(b) will constitute, from and after the effective date of such assignment, an acceptance and assumption by the assignee (new Seller) of all obligations of Seller under this PPA and a release and discharge by Georgia Power of the assignor from such obligations arising after the effective date of such assignment.

(i) Seller must (1) request Georgia Power's consent to such assignment by executing and submitting to Georgia Power a request for consent (the form of which will be available upon request from Georgia Power within five (5) Business Days of receipt of written request) at least twenty (20) Business Days prior to the anticipated effective date of the requested assignment, and (2) receive Georgia Power's consent to the requested assignment, as evidenced by Georgia Power's execution of such written consent.

(ii) If **Appendix B** is applicable, it will be a condition precedent of any assignment of this PPA authorized under this Section 14(b) that the assignee (new Seller) maintains Front Load Performance Security pursuant to **Appendix B** as of the effective date of the assignment. It is also a condition precedent of any assignment of this PPA authorized under this Section 14(b) that the assignee (new Seller) maintains Performance Security pursuant to **Appendix D** as of the effective date of the assignment.

(iii) As consideration for Georgia Power's administrative burden resulting from multiple assignments of this PPA, each assignment of this PPA authorized under this Section 14(b), after the first authorized assignment, will be subject to the payment by Seller to Georgia Power of a fee of five thousand dollars ($5,000), the payment of which will be a condition to the effectiveness of such assignment of this PPA. For the avoidance of doubt, if the PPA Assignment also requires a PPA Amendment, Seller is not charged pursuant to Section 14(a) above, and the cost for the PPA Amendment that is included in a PPA Assignment is five thousand dollars ($5,000).

(iv) If Georgia Power executes the written consent to assign the PPA, the assignee (new Seller) must execute and submit to Georgia Power the notice of assignment (a form of which will be provided in conjunction with Georgia Power's provision of written consent to the assignment), no later than five (5) Business Days after the effective date of the assignment.

(v) Within five (5) Business Days following the effective date of an assignment of this PPA authorized under this Section 14(b), the assignee (new Seller) must set up a new Georgia Power account for the Facility and provide a W-9 for purposes of billing and payment. Upon establishment of the new Georgia Power account, such assignee (new Seller) will be enrolled in Georgia Power's paperless billing process.

c) Seller Name Change. Seller must provide Georgia Power with thirty (30) Days' prior written notice (the form of which will be available upon request from Georgia Power within five (5) Business Days of receipt of written request) of any change in the name of Seller. Seller must promptly execute an amendment of this PPA pursuant to Section 14(a) to address such name change.

(i) Within five (5) Business Days following any name change, Seller must (i) provide an updated W-9 to Georgia Power, (ii) provide proof of a name change with the Georgia Secretary of State's office, and (iii) update its Georgia Power account with the name change and any other related changes in account information.

(ii) If **Appendix B** is applicable, Seller must update the Eligible Collateral held for Front Load Performance Security to reflect the name change, if and as necessary. Seller must also update the Eligible Collateral held for Performance Security to reflect the name change, if and as necessary. Seller must provide proof of any such necessary updates within five (5) Business Days following the name change.

d) Financing Assignment. Notwithstanding the requirements of Section 14(b), Seller may assign this PPA, without the prior consent of Georgia Power, to a financing entity for collateral purposes in connection with any financing or refinancing of the Facility; provided, however, that any such collateral assignment will not release or discharge Seller from any of its obligations or liabilities under this PPA and will not place any limitation on or otherwise affect Georgia Power's rights and remedies under this PPA or expand the liabilities, risks or obligations imposed on Georgia Power under this PPA.

15. Representations, Warranties and Covenants. Seller makes the following representations, warranties or covenants:

a) Seller is the sole owner of the Facility and has the legal power and authority to own its own properties, to carry on its own business as now being conducted and to enter into this PPA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this PPA.

b) Seller is qualified to do business in and is in good standing with the officials of Georgia and all other governmental or regulatory authorities with jurisdiction, and, if not a Georgia (domestic) entity, it is also organized and in good standing under the laws of the jurisdiction of its organization.

c) Seller understands its rights and obligations under this PPA, and this PPA is signed on Seller's behalf by an authorized representative.

d) Seller can legally enter into and perform its obligations under this PPA, and no third-party permit, consent, filing, or approval is required to make this PPA valid.

e) Seller represents that the execution and delivery of this PPA does not and will not conflict with or constitute a breach of or a default under any of the terms, conditions or provisions of any other agreement or instrument to which Seller is a party.

f) No legal action is in progress, pending, or to the best of Seller's knowledge, threatened that could, individually or in the aggregate, have a material adverse effect on its ability to perform its contractual obligations under this PPA or on its business or financial condition.

g) Environmental Attributes and Energy. Seller represents, warrants, and covenants throughout the Term that:

(i) No Person has made any claim or statement to Seller, or to the best of Seller's knowledge, any claim or statement to any other Person, in any form that anyone other than Georgia Power, or any Person to whom Georgia Power sells or transfers the same, owns or possesses any right, title, or interest in or to any of the Environmental Attributes.

(ii) Seller agrees to transfer, or cause to be transferred, to Georgia Power, good and marketable title to all Environmental Attributes, free and clear of any liens, taxes, claims, security interests and any other encumbrances.

(iii) Seller has not sold or transferred any of the Environmental Attributes, electrical attributes or Energy from the Facility to any other Person.

(iv) The Energy from the Facility and Environmental Attributes have not been utilized by Seller or any Person (other than Georgia Power or any Person to whom Georgia Power sells or transfers the same) to satisfy or comply with any legal requirement 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.

(v) No Environmental Attributes violate any applicable rule or requirement of any certification authority (whether with respect to voluntary or involuntary certification) pertaining to double counting.

h) Seller represents that it is familiar with Georgia Power's 2020 DG RFP as approved by the Commission in Docket Nos. 43085 and 42310 and the underlying orders related thereto, and hereby affirms that it does and will comply at all times with the terms and conditions of such RFP and related Commission orders thereunder.

i) From the Execution Date through the end of the Term, Seller covenants that, from its perspective and due to any of Seller's actions, Georgia Power will not be required by any applicable law or any accounting standard, including but not limited to those implemented or administered by the Financial Accounting Standards Board, to consolidate Seller or any of its Affiliates or permitted assigns as a Variable Interest Entity (VIE) in Georgia Power's or any of its Affiliates' financial statements. Seller covenants to promptly notify Georgia Power following any determination made by Seller or its independent auditor that Seller constitutes a VIE for which Georgia Power is the primary beneficiary and as a result of this PPA considered individually or together with any other power purchase agreements between Seller and Georgia Power.

j) Seller represents that it has Site Control as of the Execution Date and covenants that it will maintain Site Control throughout the Term. Seller represents that Site Control, as of the Execution Date, is free and clear, and covenants that Site Control will remain free and clear throughout the Term, of any lien, right, contract, or other encumbrance that would prevent, limit, or otherwise impede or impair the construction, installation, commissioning, operation, maintenance or repair of the Facility during the Term.

k) Seller represents that the Site is adequate for the Facility and is lawfully zoned for the Facility.

l) Seller represents that the information in Section 1 (Seller Information) and Section 2 (Facility Description) of **Appendix A** is true and correct.

16. Default; Remedies.

a) Events of Default. Any one or more of the following events will constitute an "**Event of Default**" by Seller and will give Georgia Power the right to exercise the remedies specified in Section 16(b) unless excused in writing by Georgia Power in Georgia Power's sole discretion:

(i) Subject to Section 13(a), Seller fails to achieve Mechanical Completion of the Facility by the RMCD; provided, however, if Seller is paying Delay Damages pursuant to Section 8(b), such failure will not become an Event of Default until the earlier of (1) the date that Seller notifies Georgia Power that Mechanical Completion will not be achieved, or (2) ninety (90) Days after the RMCD.

(ii) Subject to Section 13(a), Seller fails to submit the Initial Synchronization Request to Georgia Power by the Required Notice Date for Initial Synchronization; provided, however, if Seller is paying Delay Damages pursuant to Section 8(d), such failure will not be an Event of Default until the earlier of (1) the date that Seller notifies Georgia Power that Initial Synchronization will not be requested, or (2) sixty (60) Days after the Required Notice Date for Initial Synchronization.

(iii) Subject to Section 13(a), Seller fails to achieve Successful Witness Testing by the date that is one hundred twenty (120) Days after the date of Initial Synchronization.

(iv) The Annual Delivery Percentage is less than eighty-five percent (85%) of the AECA for such Annual Period for two (2) consecutive Annual Periods.

(v) Subject to Section 9(c), the Annual Delivered Energy for an Annual Period exceeds the Maximum Energy Contract Amount for the Annual Period.

(vi) The Facility output exceeded the Interconnection Limit.

(vii) The Interconnection Agreement is terminated as a result of a Seller breach of the Interconnection Agreement.

(viii) Seller makes any sale, transfer, or disposition of any Solar Output from the Facility to a third party.

(ix) Seller or any of its Affiliates, or any of their employees, contractors, subcontractors, agents or representatives, willfully adjusts the meter or interconnection facilities without Georgia Power's prior written consent and such adjustment has the effect of falsely increasing the amounts owed by Georgia Power under this PPA.

(x) Seller fails to comply with Section 14(b) in connection with an attempted assignment of this PPA.

(xi) Seller fails to pay Georgia Power any undisputed amount payable by Seller to Georgia Power pursuant to this PPA by the due date and Seller fails to cure such failure to pay within ten (10) Business Days after receipt of written demand from Georgia Power.

(xii) Seller fails to furnish Eligible Collateral pursuant to Section 8(b) or Section 8(d).

(xiii) If **Appendix B** is applicable, Seller fails to comply with or cause compliance with the Front Load Performance Security requirements of **Appendix B**, unless cured by the end of the next Business Day following receipt of a written notice from Georgia Power of such failure to comply with **Appendix B**.

(xiv) Seller fails to comply with or cause compliance with the Performance Security requirements of **Appendix D**, unless cured by the end of the next Business Day following receipt of a written notice from Georgia Power of such failure to comply with **Appendix D**.

(xv) A court having jurisdiction enters: (1) a decree or order for relief in respect of Seller in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law; or (2) a decree or order, which was sought by any Person other than Seller, adjudicating Seller bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Seller under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of Seller or of any substantial part of its affairs.

(xvi) Seller (1) 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; (2) consents to the entry of a decree or order for relief in respect of Seller 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; (3) 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 of any of its obligations; (4) 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 for any substantial part of its property; (5) makes an assignment for the benefit of creditors; (6) admits in writing its inability to generally pay its debts as they become due; or (7) takes any action in furtherance of any of the foregoing.

(xvii) Any representation, warranty, or covenant made by Seller in Section 15 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 thirty (30) Days after written notice thereof has been given to Seller by Georgia Power (unless such cure is not capable of being effected within such thirty (30) Day period, in which case Seller will have an additional thirty (30) Day period in which to perform such cure) and such cure removes any material adverse effect on Georgia Power of such representation, warranty, or covenant having been incorrect; provided, however, that no Event of Default by Seller pursuant to Section 15(i) will occur pursuant to this Section 16(a)(xvii) if Seller cooperates with Georgia Power during the cure period and Seller takes commercially reasonable actions (without causing a material adverse effect on Georgia Power) necessary to bring about a determination by Georgia Power and its independent auditor that Seller does not constitute a VIE in Georgia Power's or any of its Affiliates' financial statements for which Georgia Power is the primary beneficiary as a result of this PPA; provided, further, if Georgia Power becomes a primary beneficiary by no fault of Seller and a cure cannot be effected within the cure period, Georgia Power may terminate this PPA.

(xviii) Seller fails to perform or comply with any other material term or condition of this PPA, other than those listed in Sections 16(a)(i) through 16(a)(xvii), which failure continues for thirty (30) Days after written notice from Georgia Power.

b) Termination for Default; Termination Damages; No-Fault Termination.

(i) Upon the occurrence and during the continuation of an Event of Default by Seller, Georgia Power will be entitled to terminate this PPA and set a termination date by giving written notice thereof to Seller.

(ii) If Georgia Power terminates this PPA under Section 16(b)(i), Georgia Power will be entitled to recover from Seller all amounts then owed by Seller to Georgia Power under this PPA (including any unpaid Delay Damages, if applicable) and recover from Seller liquidated damages for such termination ("**Termination Liquidated Damages**") in the applicable amount corresponding to the termination date as set forth in the Termination Liquidated Damages Table in **Appendix A**. For the avoidance of doubt, if Georgia Power terminates this PPA pursuant to Section 16(b)(i) for an Event of Default by Seller under Section 16(a)(i) or Section 16(a)(ii), then Seller will owe Georgia Power the Termination Liquidated Damages pursuant to this Section 16(b)(ii) in addition to the Delay Damages that accrue under Section 8(b) and Section 8(d), as applicable, prior to such termination.

(iii) If the Parties mutually agree to terminate the Interconnection Agreement, the PPA will terminate. Upon termination of this PPA pursuant to this Section 16(b)(iii), the Parties will have no further liability or obligation to each other under this PPA except as provided in Section 17(n).

c) 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 HEREOF 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 SOLE AND EXCLUSIVE REMEDY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE; PROVIDED, HOWEVER, THAT SUCH LIMITATION WILL NOT APPLY (1) IN THE CASE OF AMOUNTS OWED TO THIRD PARTIES FOR WHICH INDEMNIFICATION IS PROVIDED UNDER THIS PPA, (2) TO LIMIT THE LIABILITY OF SELLER FOR LIQUIDATED DAMAGES SPECIFIED HEREIN, OR (3) TO LIMIT THE LIABILITY OF A PARTY WHOSE ACTIONS GIVING RISE TO SUCH LIABILITY CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IT IS EXPRESSLY AGREED THAT THE LOST VALUE OF ANY INVESTMENT TAX CREDIT OR ANY OTHER SIMILAR TAX CREDIT OR BENEFIT WILL BE CONSIDERED CONSEQUENTIAL DAMAGES. TO THE EXTENT THE DAMAGES REQUIRED TO BE PAID UNDER THIS PPA 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.

17. Miscellaneous.

a) Commission Approval and Modification.

(i) Georgia Power will request certification of this PPA from the Commission as soon as practicable following Georgia Power's execution of this PPA. If the Commission fails to certify this PPA or certifies this PPA with modifications or conditions that adversely affect Georgia Power, Georgia Power will have the right to terminate this PPA upon written notice to Seller; provided, however, that such notice is delivered to Seller no later than fifteen (15) Days after the date of the applicable order of the Commission. If the Commission issues an order approving this PPA with any modification or conditions, as applicable, the PPA will not be amended to include the modification or condition unless Seller executes a written amendment agreeing to any such modification or condition. Upon termination of this Agreement pursuant to this Section 17(a), Georgia Power will promptly return any unused portion of the Performance Security to Seller and, thereafter, neither Party will have any further obligation to the other Party hereunder.

(ii) Terms and conditions of Georgia Power's 2020 DG RFP as approved by the Commission are incorporated by reference in this PPA. If the Commission modifies or eliminates the 2020 DG RFP, the Parties agree to request that the Commission determine the contractual obligations of the Parties relative to this PPA for the remainder of the Term.

b) Public Statements; Press Releases. Neither Seller nor any of its Affiliates will issue any public statement, press release, internet/website/social media posting, or other publication concerning (i) the Facility with respect to this PPA, or (ii) Seller's relationship with Georgia Power without such 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 17(b).

c) Photographs. Within five (5) Business Days following Georgia Power's request, Seller must provide Georgia Power with photographs of the Facility or Site, which may be used by Georgia

Power for verification of Seller's compliance with this PPA, for informational purposes, and for promoting awareness of Georgia Power's renewable programs.

d) Interpretation. In this PPA and in all attached or incorporated documents: (i) whenever the term "including" or "e.g." is used herein, in connection with a listing of items included within or an example of the prior reference, such 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 both (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 thereto, will be a reference to that agreement or document as modified, amended, supplemented and restated, and in effect from time to time. Whenever the term "consent" or "approval" is used, such consent or approval will not be unreasonably withheld, conditioned or delayed by the consenting or approving Party, unless this PPA provides such consent or approval is in the sole discretion of the consenting Party. Defined terms may be singular or plural, as the context requires. If the Party has provided email contact information, "written" or "in writing" includes email communication, absent express statement otherwise. Reference to: (1) a Party or Person includes any allowed successor or assign; (2) a regulatory authority includes an authority succeeding to the same function; and (3) an applicable law is to the law as modified or amended, and then effective. Captions are for convenience only and do not affect PPA interpretation. Georgia Power will calculate all dollar per kW references in this PPA based on the Facility Size (AC), not the Interconnection Limit.

e) No Waiver. Neither Georgia Power's nor Seller's failure to enforce any provision or provisions of this PPA will in any way be construed as a waiver of any such provision as to any future violation thereof, nor prevent such Party from enforcing each and every other provision of this PPA at such time or at any time thereafter.

f) Governing Law. The validity, interpretation and performance of this PPA, and each of its provisions, and all matters, including torts, arising under this PPA, will be governed by the laws of the state of Georgia, without reference to any conflicts of law provisions that would require the application of the laws of another state. 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 and venue and, to the fullest extent allowed by applicable law, waive any objection to this jurisdiction or venue. The invalidity or unenforceability of one or more provisions will not affect validity or enforceability of any other provision or of this PPA as a whole.

g) Compliance with Law. Seller agrees that from the Execution Date and throughout the Term, Seller must comply with all applicable federal and state law, including without limitation O.C.G.A. §§ 46-3-1 et seq.

h) PURPA. Seller agrees that the Facility is considered a Qualifying Facility within the meaning of Section 292.101(b)(1) of the regulations promulgated under the Public Utility Regulatory Policies Act ("**PURPA**"), 18 C.F.R. Subpart C, Section 292. Any sales by Seller to Georgia Power pursuant to this PPA will be deemed to be in accordance with the obligations of Georgia Power and the Commission pursuant to PURPA and the Commission's related orders. If the Facility is sized one (1) MW or larger, Seller is responsible for ensuring the Facility is certified and in good standing as a QF prior to Commercial Operation Authorization and throughout the Term with the Federal Energy Regulatory Commission.

i) Entire Agreement. This PPA (including the Appendices A through E, and Georgia Power's 2020 DG RFP and Attachments A through H) constitutes the entire understanding between the Parties and supersedes any previous agreements between the Parties regarding the purchase and sale of Solar Output from the Facility. The Parties have entered into this PPA in reliance upon the representations and mutual undertakings contained herein and not in reliance upon any oral or written representations or information provided by one Party to the other Party not contained or

incorporated herein. This PPA will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision of this PPA. Each appendix, attachment, or other document attached to or referenced in this PPA is incorporated into, and is integral to, this PPA as if included in the main body.

j) Counterparts. This PPA may be executed in two (2) counterparts and by electronic transmission of signatures in portable document format (PDF) or other electronic format, each of which will be deemed an original but all of which together will constitute one and the same instrument.

k) Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder must be in writing and will be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by electronic transmission (including by e-mail) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (iv) on the third (3rd) Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communication must be sent to the respective Parties at the applicable addresses set forth in **Appendix A**, unless Seller or Georgia Power have designated a different officer or address by electronic mail, posting or hand delivery to the address set forth in **Appendix A.**

l) No Third-Party Beneficiary. Nothing in this PPA will be construed to create any duty, obligation or liability of Georgia Power to any Person or entity not a party to this PPA. No Affiliate of Georgia Power is liable for Georgia Power's performance or nonperformance.

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

n) Survival of Rights. All provisions of this PPA that expressly or by implication are in force and effect following the expiration or termination of this PPA will remain in effect and be enforceable following such expiration or termination, including all provisions of this PPA that must survive in order to give force and effect to the rights and obligations of the Parties under this PPA. Expiration or termination of this PPA will not relieve either Party of its liabilities or obligations that accrue prior to or at termination, and such liabilities and obligations will survive termination of this PPA.

o) Transfer of Information Acknowledgment. Upon request by Georgia Power, Seller must complete the Transfer of Information Acknowledgment found in **Appendix F**, which provides for Seller's acknowledgment of the treatment of its information voluntarily provided to Georgia Power and its affiliate solely for the purposes of operational implementation and administration of the PPA.

18. Definitions. Definitions otherwise not defined herein, have the meaning as follows:

a) "**2020 DG RFP**" has the meaning assigned in the recital clause.

b) "**Affiliate(s)**" means 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 fifty percent (50%) or more of the outstanding stock or other equity interest of a Person has "control" of such Person; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

c) "**AC**" means alternating current.

d) "**Account Balance**" means $/kW amounts reflected in Table in **Appendix B**.

e) "**Annual Delivered Energy**" or "**ADE**" means the amount of Energy, in MWh, delivered by Seller to Georgia Power at the Point of Interconnection during the applicable Annual Period pursuant to this PPA.

f) "**Annual Delivery Percentage**" or "**ADP**" means the sum, for the applicable Annual Period, of the Annual Delivered Energy plus any Deemed Delivered Energy, divided by the applicable Annual Energy Contract Amount, as follows, expressed as a percentage:

$$ADP = (ADE + DDE) / (AECA)$$

g) "**Annual Energy Contract Amount**" or "**AECA**" has the meaning set forth in Section 3, as further defined in Table B of Section 3 of **Appendix A**.

h) "**Annual Period**" means any one of a succession of consecutive twelve (12) month periods, the first of which will begin on the first (1st) Day of the month following Seller's obtaining Commercial Operation Authorization; provided, however, if Commercial Operation Authorization occurs on the first Day of a month, the first Day of the first Annual Period is the date of Commercial Operation Authorization.

i) "**Auxiliary Equipment**" means auxiliary or ancillary equipment at or otherwise supporting the Facility, including lights and security equipment and systems (*e.g.*, gates and cameras).

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

k) "**Commercial Operation Authorization**" or "**COA**" means Georgia Power's written notice to Seller pursuant to the provisions of Section 8(f) that the Facility can commence commercial operation.

l) "**Commission**" means the Georgia Public Service Commission.

m) "**Contract Energy Price**" or "**CEP**" has the meaning set forth in Section 4, as further defined in Table A of Section 3 of **Appendix A**, and Section 1 of **Appendix C**.

n) "**Creditworthy**" means a Person (i) with an investment grade rating from two (2) of the three (3) Rating Agencies such that its senior unsecured debt (or issuer rating if such Person has no senior unsecured debt rating) is rated at least (1) BBB- by S&P, if rated by S&P, (2) Baa3 by Moody's, if rated by Moody's, and (3) BBB- by Fitch, if rated by Fitch, respectively, and (ii) has satisfactory and verifiable creditworthiness determined in Georgia Power's sole discretion.

o) "**Day(s)**" means a calendar day.

p) "**Delay Damages**" means liquidated damages in an amount equal to the lesser of (i) one dollar per kW ($1.00/kW) AC of the Facility (prorated for partial kWs) per Day, or (ii) one thousand dollars ($1,000) per Day (including partial Days).

q) "**Deemed Delivered Energy**" or "**DDE**" means the sum, for the applicable Annual Period, of Force Majeure Energy and Excused Curtailed Energy, if any. The methodology for the estimate of Deemed Delivered Energy will be determined by mutual agreement of the Parties.

r) "**Eligible Collateral**" means (i) cash deposited into a Security Account or as otherwise deposited with Georgia Power as the Parties may agree, (ii) a Letter of Credit, or (iii) a Seller Guaranty.

s) "**Energy**" means the energy produced by the Facility and delivered under this PPA to the Point of Interconnection.

t) "**Environmental Attributes**" means (i) any and 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 renewable energy credits, CO2 credits, 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) (1) howsoever titled and whether known or unknown, (2) whether existing as of the Execution Date or at any time during the Term, and (3) whether such 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, and (ii) any environmental benefit Georgia Power otherwise would have realized from or related to the Facility if Georgia Power rather than Seller had constructed, owned or operated the Facility. Environmental Attributes do not include production, energy or investment tax credits.

u) "**Excused Curtailed Energy**" means, with respect to any Annual Period, any amount of energy not delivered from the Facility to the Point of Interconnection as a result of Georgia Power temporarily disconnecting the Facility, or curtailing the delivery of energy from the Facility, under the Interconnection Agreement, provided that, and only to the extent that, such disconnection or curtailment is not caused by Seller or the Facility (including any failure of the Seller or the Facility to fully comply with the Interconnection Agreement). Excused Curtailed Energy will be calculated pursuant to a methodology to be determined by mutual agreement of the Parties.

v) "**Execution Date**" means the date on which Georgia Power executes this PPA.

w) "**Facility**" means Seller's distributed generation solar facility as described in **Appendix A**, including all equipment and facilities not owned by Georgia Power and installed on Seller's side of the Point of Interconnection, and which is located on a single parcel, contiguous parcels or a single rooftop, as applicable, and does not cross a railroad, public waterway, public road (or equivalent transportation interchange).

x) "**Facility Size**" has the meaning assigned in **Appendix A**.

y) "**Final Facility Documents**" has the meaning assigned in Section 6(c).

z) "**Force Majeure Energy**" means the amount of energy that Seller is excused from delivering to the Point of Interconnection, or that Georgia Power is excused from receiving at the Point of Interconnection, pursuant to Section 13. Force Majeure Energy will be calculated pursuant to a methodology to be determined by mutual agreement of the Parties.

aa) "**Force Majeure Event**" means any occurrence, non-occurrence or set of circumstances that is beyond the reasonable control of such Party, is not reasonably foreseeable, and is not caused by such Party's negligence, inaction, lack of due diligence, breach of this PPA, or failure to follow prudent industry practices. The term Force Majeure Event will not include: (i) the inability to meet a legal requirement or the change in a legal requirement; (ii) any 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 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 a Force Majeure Event hereunder; (iv) 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 a Force Majeure Event hereunder; (v) unavailability, variability, or lack of adequate solar insolation, unless such unavailability, variability, or lack of adequate solar insolation results directly from an event that would otherwise constitute a Force Majeure Event hereunder; and (vi) failure or inability to obtain or retain sufficient funds for any reason, or Seller's loss of or inability to obtain or retain any tax credits or other incentives with respect to any portion of the Facility.

bb) "**Front Load Performance Security**" has the meaning assigned in **Appendix B**.

cc) "**Georgia Power Distribution Circuit**" means a Georgia Power-owned circuit operating at greater than 1 kV but not more than 34.5 kV, excluding facilities, equipment or other devices inside a substation or behind a primary meter.

dd) "**Georgia Power Distribution Test Policy**" means Georgia Power's then-current distributed generation witness testing guidelines for solar facilities.

ee) "**Georgia Power Rules and Regulations**" means the Georgia Power Rules, Regulations and Rate Schedules for Electric Services, on file with the Commission, and as may be amended from time to time.

ff) "**Indemnified Party**" has the meaning assigned in Section 12.

gg) "**Initial Synchronization**" means Georgia Power's initial energization of its interconnection facilities to allow trial parallel operation of the Facility, including export of test electric energy to the designated Georgia Power Distribution Circuit for no more than seven (7) Days.

hh) "**Initial Synchronization Request**" means Seller's written notice to Georgia Power (i) informing Georgia Power that, as of the date of such request, the Facility is ready for Initial Synchronization, and (ii) requesting Initial Synchronization when Georgia Power is ready to provide Initial Synchronization.

ii) "**Interconnection Agreement**" means Georgia Power's interconnection agreement that Seller is required to execute for the interconnection of the Facility to the Georgia Power Distribution Circuit.

jj) "**Interconnection Costs**" means all costs and expenses (including overheads) arising in connection with the technical review, design, procurement, construction, and installation of facilities required for the interconnection of the Facility to a Georgia Power Distribution Circuit (including costs associated with obtaining property or property rights required for interconnection, such as easements and permits) and ongoing maintenance costs for such interconnection facilities throughout the Term.

kk) "**Interconnection Limit**" means the maximum AC power output (kW) of the Facility specified in **Appendix A** and in the Interconnection Agreement.

ll) "**kW**" means kilowatt (AC).

mm) "**kWh**" means kilowatt-hour (AC).

nn) "**Letter of Credit**" means an irrevocable standby letter of credit, the form of which is included in Georgia Power Company's 2020DG RFP as **Attachment H**, that is (i) is issued by a U.S. commercial bank or a U.S. branch of a foreign bank with total assets of at least ten billion dollars ($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 (ii) otherwise acceptable to Georgia Power in Georgia Power's sole discretion.

oo) "**Maximum Energy Contract Amount**" means one hundred fifteen percent (115%) of the applicable Annual Energy Contract Amount for a given Annual Period.

pp) "**Mechanical Completion**" means, and will be deemed to have occurred upon, the satisfaction of the following criteria and conditions: (i) Seller has provided Georgia Power and Georgia Power has accepted the Final Facility Documents as outlined in Section 6(c), (ii) Seller has completed the assembly, construction and installation of the Facility and the Facility is mechanically, electrically and functionally complete and sound, including that all wiring, controls, instruments, relays, and safety systems are installed and capable of operation; (iii) the Facility has passed an electrical inspection (as evidenced by appropriate inspection documentation) by either the appropriate city or county inspection authority or a licensed electrician or registered professional engineer if there is no inspecting authority; (iv) Seller has obtained any and all other governmental approvals required for the operation of the Facility; (v) the Facility otherwise is ready for Initial Synchronization; and (vi) Seller has submitted the Mechanical Completion Certificate to Georgia Power.

qq) "**Mechanical Completion Certificate**" means a written certification by Seller that the Facility has achieved Mechanical Completion, in the form of **Appendix E**.

rr) "**Monthly Energy Payment**" has the meaning assigned in **Appendix C**.

ss) "**Performance Security**" has the meaning assigned in **Appendix D**.

tt) "**Person**" means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or governmental authority.

uu) "**Point of Interconnection**" means the unique physical point at which the Facility is interconnected to the Georgia Power Distribution Circuit, in accordance with the Interconnection Agreement, where Seller delivers Energy and Georgia Power purchases Energy generated from the Facility pursuant to this PPA.

vv) "**Professional Engineer**" means an individual possessing a professional engineering license in good standing through the Georgia Board of Professional Engineers and Land Surveyors.

ww) "**Rating Agencies**" means the rating entities of S&P, Moody's or Fitch.

xx) "**Renewable Energy Credits**" or "**RECs**" means any and 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 at the Effective Date or at any time during the Term.

yy) "**Required Notice Date for Initial Synchronization**" has the meaning assigned in Section 8(c).

zz) "**Required Mechanical Completion Date**" or "**RMCD**" has the meaning assigned in **Appendix A**.

aaa) "**Security Account**" means an account designated by Georgia Power for the benefit of Georgia Power, under the exclusive control of Georgia Power free and clear of all liens (including the lien of any lender) of any Person or entity other than Georgia Power. Any Georgia Power Security Account must be established and maintained at the expense of Seller and held by a

depositary bank acceptable to Georgia Power pursuant to a control agreement in form and substance acceptable to Georgia Power.

bbb) "**Seller"** means the counterparty to Georgia Power in this PPA.

ccc) "**Seller Guaranty**" means a guaranty, the form of which is included in Georgia Power's 2020 DG RFP as **Attachment I**, from a guarantor who is acceptable to Georgia Power and who is Creditworthy, in Georgia Power's sole judgment, to secure Seller's obligations under the guaranty, which provides for payment to Georgia Power upon demand.

ddd) "**Site**" means the physical location where the Facility will be or is located.

eee) "**Site Control**" means control of the Site by Seller in one of the following forms: (i) Seller owns the Site (evidenced by a deed recorded in the county property records); or (ii) Seller leases the Site (pursuant to a current binding written agreement between Seller and the owner or lessor of the Site); or (iii) Seller holds an option to purchase the Site (pursuant to a current binding written agreement between Seller and the owner of the Site); or (iv) Seller holds an option to lease the Site (pursuant to a current binding written option agreement with the owner or lessor of the Site); or (v) Seller holds a current binding easement or license from the owner or lessor of the Site that grants Seller express rights to construct, install, operate, maintain and repair the Facility at the Site throughout the Term.

fff) "**Solar Output**" means the Energy, and all the associated Environmental Attributes, electrical products, and capacity, produced by and associated with the Facility.

ggg) "**Southern Company DER Policy**" means Operation of Distributed Energy Resources (DER) in Parallel with Distribution System Policy.

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

iii) "**Successful Witness Testing**" has the meaning assigned in Section 8(f).

jjj) "**Term**" has the meaning assigned in **Appendix A**.

kkk) "**Termination Liquidated Damages**" has the meaning assigned in Section 16(b)(ii), as further defined in Table C in Section 6 of **Appendix A**.

lll) "**Witness Testing**" means all live testing of the Facility while operating in parallel with the electric system in accordance with the Georgia Power Distribution Test Policy.

[The next page is the Signature Page]

IN WITNESS WHEREOF, Seller and Georgia Power have caused this PPA to be executed by their duly authorized representatives as of the Execution Date.

SELLER

Company Name: (if applicable) _____

Name (Please print): _____

Title: (if applicable) _____

Signature: _____

Date: _____

GEORGIA POWER COMPANY

Name: _____

Signature: _____

Title: _____

Execution Date: _____

APPENDIX A

Section 1: Seller Information

Complete Seller Name

Business Form (*i.e.*, corporation, LLC, etc.)

State of Incorporation/Formation

Section 2: Facility Description (PPA Section 1)

Facility's Service Address	[Street Address]
	[City, State, Zip Code]
Facility Size	[____] kW AC at unit power factor
Solar Photovoltaic Panels	[Fixed Tilt / Tracking]
Inverters	[3Ø / 1Ø] Phase
Interconnection Limit	[___] kW AC
Power Factor	[__]% [unity / reactive power absorbing / reactive power injecting]

Section 3: Term; Contract Energy Price; Annual Energy Contract Amount

Term (PPA Section 2)	[15 / 20 / 25/ 30] Annual Periods

Contract Energy Price (CEP) (PPA Section 4; Appendix D):

TABLE A

Contract Energy Price	
Annual Period	**(¢/kWh)**
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	

Annual Energy Contract Amount (AECA) (PPA Section 3):

TABLE B

Annual Energy Contract Amount	
Annual Period	**(kWh)**
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	

Section 4: RMCD (PPA Section 8(a))

Required Mechanical Completion Date	The date that is [_____] Days after the Execution Date

Section 5: Notice (PPA Section 17(k))

To Georgia Power	Georgia Power Company Renewable Development Project Manager Bin 10172 241 Ralph McGill Blvd. Atlanta, Georgia 30308 Email: G2GPCERG@southernco.com (if providing notice by electronic mail include in subject line: "**Notice for 2020 DG RFP Project GPC-XXXXX**")
To Seller	_____ Attn:_____ Address:_____ _____ Email:_____ Phone Number: _____

Section 6: Termination Liquidated Damages table (PPA Section 16(b)(ii))

Term (Annual Periods)	**15**	**20**	**25**	**30**
Amount ($/kW) COA through Term	70	105	140	185

APPENDIX B

FRONT LOAD PERFORMANCE SECURITY

Seller: ☐ must post Front Load Performance Security, in accordance with the terms, conditions, and amounts provided in the Account Balance in this Appendix B.

☐ is not required to post Front Load Performance Security. Appendix B does not apply to Seller.

This **Appendix B** applies when, at the Execution Date, the Contract Energy Price in any calendar year exceeded Georgia Power's projected avoided cost. Because Seller will receive payments that result in "early payment" for a future benefit to Georgia Power's customers, Seller is required to post performance security in the form of Eligible Collateral pursuant to this **Appendix B** to secure Seller's obligation to pay the Account Balance for each calendar year (or partial calendar year) set forth below in this **Appendix B** ("**Front Load Performance Security**"). Georgia Power will determine whether Seller must post Front Load Performance Security and will reflect such determination by checking the applicable box above.

a. Pre-approval of Eligible Collateral for Front Load Performance Security. By no later than three (3) weeks prior to the date of the Initial Synchronization Request, Seller must notify Georgia Power of which form of Eligible Collateral it intends to provide to meet the Front Load Performance Security obligation. If Seller intends to post a Letter of Credit or Seller Guaranty, Seller must also provide a draft of such Letter of Credit or Seller Guaranty to Georgia Power for review and approval.

b. Timing and Amount of Front Load Performance Security: Seller must deliver pre-approved Front Load Performance Security to Georgia Power no later than the date of the Initial Synchronization Request in an amount equal to the Account Balance for the first calendar year (or partial calendar year) set forth below in this **Appendix B**. The Front Load Performance Security must be maintained in the amount set forth below in this **Appendix B** for the corresponding calendar year (or partial calendar year).

c. Draw on Front Load Performance Security for Termination. If Georgia Power terminates this PPA pursuant to Section 13(c) or Section 16(b), Georgia Power will be entitled, without limitation to its other remedies under this PPA or at law, to draw the full applicable Account Balance amount on the Front Load Performance Security.

d. Front Load Performance Security Adjustments. Not less than sixty (60) Days prior to a change in the applicable Account Balance amount set forth below in this **Appendix B**, Seller must deliver supplemental or replacement Front Load Performance Security to Georgia Power; provided, however, that the adjustment in the Front Load Performance Security amount will not become effective until the applicable calendar year. In the event of a failure by Seller to comply with the preceding sentence, Georgia Power will be entitled to draw the full amount of the existing Front Load Performance Security prior to the expiration date thereof.

e. Release of Front Load Performance Security. Upon the earlier to occur of (i) expiration of the Term of this PPA or (ii) termination of this PPA, Georgia Power will promptly release any Eligible Collateral held as Front Load Performance Security that has not been drawn upon by Georgia Power pursuant to its rights under this PPA.

FRONT LOAD PERFORMANCE SECURITY ACCOUNT BALANCE

Calendar Year	Account Balance Amount ($/kW)
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	
2042	
2043	
2044	
2045	
2046	
2047	
2048	
2049	
2050	
2051	

APPENDIX C

MONTHLY ENERGY PAYMENT CALCULATION

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

MEP = MDE * CEP

Where:

"**Monthly Delivered Energy**" ("**MDE**") = the amount of Energy, in kWh, delivered during a month by Seller from the Facility to Georgia Power at the Point of Interconnection after Commercial Operation Authorization. For the avoidance of doubt, all MDE includes the transfer of Environmental Attributes and electrical products.

"**Contract Energy Price**" ("**CEP**") = the price for Solar Output for the applicable Annual Period as set forth in Table A in Section 3 of **Appendix A**.

APPENDIX D

PERFORMANCE SECURITY

Seller: ☐ is Creditworthy. Appendix D does not apply to Seller and Seller does not need to post Performance Security.

☐ is not Creditworthy. Seller must comply with the terms, conditions, and post Eligible Collateral in the amounts specified in this Appendix D.

Pursuant to PPA Section 5, a Seller that is not Creditworthy must deliver to Georgia Power performance security in the form of Eligible Collateral ("**Performance Security**") no later than the date of the Initial Synchronization Request. The amount of Performance Security that Seller is required to maintain over the Term is set forth in the Performance Security Table below. Georgia Power will determine whether Seller is Creditworthy and will reflect such determination by checking the applicable box above.

1. Pre-approval of Eligible Collateral for Performance Security. By no later than three (3) weeks prior to the date of the Initial Synchronization Request Seller must: (a) notify Georgia Power of which form of Eligible Collateral it intends to provide to meet the Performance Security obligation, and (b) provide a draft of the Letter of Credit or Seller Guaranty to Georgia Power for review and approval if Seller intends to post a Letter of Credit or Seller Guaranty as Eligible Collateral.

2. Impact of Eligible Collateral Posted for Delay Damages. If Seller is paying Delay Damages under Section 8(d) and has posted the required $60/kW in cash and also intends to use cash to meet its Performance Security obligations, the amount of any remaining Eligible Collateral provided for such Delay Damages will be netted against the amount of Performance Security owed by Seller on the date of Initial Synchronization Request such that Seller will only need to post the difference between the required amount of Performance Security minus the remaining unused portion of Eligible Collateral posted for Delay Damages. If Seller is paying Delay Damages under Section 8(d) and (i) posted Eligible Collateral for Delay Damages with a Letter of Credit or Seller Guaranty, or (ii) intends to provide Eligible Collateral for Performance Security in a different form than what was posted for Delay Damages, the amount of any remaining Eligible Collateral not drawn upon for Delay Damages will be returned to Seller and Seller will be required to post when it submits the Initial Synchronization Request the full amount of Performance Security as shown below.

3. Replacement Performance Security. If any replacement of Performance Security is required to maintain compliance with this **Appendix D**, Seller must deliver such replacement Performance Security to Georgia Power no later than ninety (90) Days prior to the date when the existing Eligible Collateral will expire. If Seller fails to comply with the preceding sentence, Georgia Power will be entitled, without limitation to its other remedies under the PPA or at law, to draw the full amount of the existing Performance Security prior to the expiration date thereof.

4. Draws and Replenishment of Performance Security. In addition to the draws permitted by subsection (1) above, Georgia Power may draw upon the Performance Security to recover any damages arising from a breach of this PPA by Seller or other amounts due and owing to Georgia Power pursuant to the PPA, including Termination Liquidated Damages owed under Section 16(b)(ii). In the event of a draw on the Performance Security, then, unless Georgia Power has exercised its right to terminate the PPA pursuant to Section 16(b), Seller must replenish the Performance Security to the full amount required by this **Appendix D** within three (3) Business Days after notice of such draw.

5. Change to Form of Eligible Collateral held as Performance Security. Seller may request to replace the form of its Eligible Collateral at any time during the Term; however, in order to compensate Georgia Power for the resources expended in assisting Seller with the replacement process (*i.e.*,

review and approval of replacement Eligible Collateral, processing of Eligible Collateral swap, participating in financial closing activities, etc.), a fee of $2,500 per occurrence will be charged to the Seller.

6. Creditworthy Status. If a Creditworthy Seller loses its Creditworthy status during the Term, Seller must deliver Performance Security to Georgia Power in the amount specified in this **Appendix D** within five (5) Business Days. If Georgia Power subsequently determines that Seller has regained its Creditworthy status, upon request from Seller, Georgia Power will return the Performance Security within five (5) Business Days of such request.

7. Release of Performance Security. Upon the earlier to occur of (i) expiration of the Term of this PPA or (ii) termination of this PPA, Georgia Power will promptly release any Eligible Collateral held as Performance Security that has not been drawn upon by Georgia Power pursuant to its rights under this PPA.

Performance Security Table

Term (years)	**15**	**20**	**25**	**30**
Amount ($/kW) COA through Term	70	105	140	185

APPENDIX E
MECHANICAL COMPLETION CERTIFICATE
(Seller to upload to PowerClerk)

Georgia Power Company
Renewable Development Project Manager
Bin 10172
241 Ralph McGill Blvd.
Atlanta, Georgia 30308

Re: Mechanical Completion Certificate - Distributed Generation Solar Power Purchase Agreement ("**PPA**") between Georgia Power Company ("**Georgia Power**") and [_____] ("**Seller**") (GPC-[_____])

Pursuant to Section 8(a) of the subject PPA, Seller hereby certifies to Georgia Power that Seller has fully satisfied the following criteria for Mechanical Completion of the Facility:

(i) Seller has provided Georgia Power the Final Facility Documents as outlined in Section 6(c);

(ii) Seller has completed the assembly, construction and installation of the Facility and the Facility is mechanically, electrically and functionally complete and sound, including that all wiring, controls, instruments, relays, and safety systems are installed and capable of operation; and

(iii) the Facility has passed an electrical inspection (as evidenced by appropriate inspection documentation) by either the appropriate city or county inspection authority or a licensed electrician or registered professional engineer if there is no inspecting authority; and

(iv) Seller has obtained any and all other governmental approvals required for the operation of the Facility;

(v) the Facility otherwise is ready for Initial Synchronization; and

(vi) Seller is in material compliance with all terms and conditions of the PPA.

Seller certifies that Mechanical Completion of the Facility was achieved as of [**insert date**] [1]. Seller agrees to provide photographs of the Facility and Site at Georgia Power's request. The electrical inspection documentation in support of Seller's certification of Mechanical Completion is attached.

SELLER

Name (Please print): _____

Title: _____

Signature: _____

Date: _____

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

APPENDIX F

TRANSFER OF INFORMATION ACKNOWLEDGEMENT

_____ ("Seller") and Georgia Power Company ("Georgia Power") have entered into that certain Georgia Power Company's Distributed Generation Solar Agreement between Seller and Georgia Power Company ("PPA") dated as of _____, 20__. The PPA contemplates that certain information that could be considered to be non-public information that potentially has implications under the Federal Energy Regulatory Commission's Standards of Conduct will be provided by Seller to Georgia Power and/or Southern Company Services, Inc. as agent for the transmission owning subsidiaries of Southern Company (Alabama Power Company, Georgia Power Company, and Mississippi Power Company). Seller acknowledges that such information is being provided for the purposes of operational implementation and administration of the PPA (which includes conducting Georgia Power Company's system operations and dispatch functions) and will be utilized by individuals in both distribution and energy affiliate/wholesale marketing unit functions under the Standards of Conduct.

The individuals within the Southern Company organizations indicated above may only use the information for the purpose of implementing and administering the PPA (including conducting Georgia Power's system operations and dispatch functions). Seller understands that such information will not be used or disseminated in any manner contrary to the confidentiality provision(s) in the PPA or in violation of the Federal Energy Regulatory Commission's 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 Southern Company Services, Inc. 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 requirements of the Federal Energy Regulatory Commission, Southern Company Services, Inc. may post on OASIS the fact of Seller's consent to the provision of the information specified above to certain employees that may be employed within organizational units deemed to be energy affiliates/wholesale marketing units under the Standards of Conduct.

Acknowledged on behalf of Seller:

Name (Please print): _____

Title: _____

Signature: _____

Date: _____