Georgia Power Company's Renewable Energy Development Initiative
Customer-Sited II 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 of the Solar Output generated by or associated with Seller's Facility consistent with Georgia Power's Renewable Energy Development Initiative Customer-Sited II Distributed Generation Program ("**REDI CS II DG Program**") and the Georgia Public Service Commission (the "**Commission**") Orders in Docket Nos. 43107 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; Seller Termination for Convenience. 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. Prior to the RMCD, Seller may terminate this PPA for convenience upon thirty (30) Days' prior written notice to Georgia Power.

3. Sale and Purchase of Solar Output. Commencing on Commercial Operation Authorization, subject to the terms and conditions of this PPA (including Section 10(b)), 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. 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. Price; Front Load Performance Security. Section 3 of **Appendix A** sets forth Seller's selection of either (i) the levelized price throughout the Term, or (ii) escalating pricing throughout the Term pursuant to the Escalating Program Price Schedule shown in **Appendix D**. If Seller has elected levelized pricing in **Appendix A**, Seller must maintain Front Load Performance Security in accordance with **Appendix C**. Pursuant to Seller's pricing selection set forth in **Appendix A**, Georgia Power will pay Seller the applicable price per kWh of energy delivered to the Point of Interconnection after Seller obtains Commercial Operation Authorization as full compensation for the Facility's Solar Output, which price includes all compensation owed to Seller for all electrical products and all Environmental Attributes. 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.

5. Performance Security. If the Facility Size is equal to or greater than two hundred fifty (250) kW, and Seller is not Creditworthy, Seller must maintain Performance Security and comply with the provisions of **Appendix E**.

6. Interconnection.

a) Interconnection Agreement; Additional Agreements. Seller must execute the Interconnection Agreement at the time of its execution of this PPA. Seller must execute any Additional Agreement (*e.g.*, easement to effectuate the interconnection) within fifteen (15) Business Days after Georgia Power presents an execution version of the agreement to Seller. 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 and, if applicable, any Additional 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 and, if applicable, any other Additional Agreement. 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. Seller must pay Georgia Power for any additional Interconnection Costs incurred by Georgia Power as a result of 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 required by Georgia Power for use in the design, procurement, construction and installation of its interconnection facilities (including the final Facility one-line diagram, Site plan, and panel and inverter specifications) as soon as practicable, but no later than sixty (60) Days prior to the RMCD. If the Facility Size is equal to or greater than one hundred (100) kW, the final design documents for the Facility (including the Facility one-line diagram and the Site plan) must be stamped by a Georgia licensed professional engineer. Seller acknowledges that any delay 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 construction of its interconnection facilities and the interconnection of the Facility.

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 the Solar Output, in accordance with the Interconnection Agreement. All energy produced by the Facility 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 any adjustment to any metering equipment without the prior written consent of Georgia Power.

c) Monthly Metering Service Charge. Upon obtaining Commercial Operation Authorization, and continuing throughout the Term, Seller must pay to Georgia Power a monthly metering service charge, as applicable below:

(i) If the Facility Size is less than one (1) MW, and as such monthly charge may be adjusted from time to time pursuant to Section 7(d) below:

(1) For single phase, single-directional metering, the service charge as of the Execution Date is four dollars and fifty cents ($4.50) per month.

(2) For standard three-phase, single-directional metering, the service charge as of the Execution Date is eleven dollars and twenty cents ($11.20) per month.

(ii) If the Facility Size is equal to or greater than one (1) MW, Seller must pay to Georgia Power a monthly interval metering service charge in accordance with the Interconnection Agreement.

d) Commission Approved Charges. The monthly metering service charges in Section 7(c)(i) for which Seller is responsible hereunder may be updated and adjusted from time to time by the Commission and will be the monthly metering service charge prescribed or otherwise provided for in the most current Renewable and Nonrenewable Resources Tariff ("**RNR Tariff**"), or its successor, on file with the Commission. Any increase or decrease in the metering service charges in this PPA will have the same effective date as the relevant change in the RNR Tariff, or its successor.

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 **Attachment F** to Georgia Power when Seller believes that the Facility has achieved Mechanical Completion. Upon receipt of such notice of Mechanical Completion, Georgia Power will have the right, but not the obligation, to inspect the Facility prior to Initial Synchronization. If Seller has not actually achieved Mechanical Completion, Seller must promptly resolve any issues or deficiencies with respect to Mechanical Completion and 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.

c) Initial Synchronization. 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**"). Seller must provide Georgia Power at least ten (10) Business Days' prior written notice of the date requested for Initial Synchronization. After (i) Georgia Power's receipt of the Initial Synchronization Request, (ii) Seller has met all pre-Initial Synchronization requirements in the Interconnection Agreement, including payment of the Interconnection Costs, and (iii) 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.

Georgia Power may condition Initial Synchronization on Seller's full compliance with its obligations under this PPA (including the payment of any and all Delay Damages owed under this PPA), the Interconnection Agreement (including the payment of all Interconnection Costs), and, if applicable, any Additional Agreements. During Seller's commissioning of the Facility, if the period of Initial Synchronization exceeds seven (7) consecutive Days, Georgia Power reserves the right to temporarily disconnect the Facility and re-energize its interconnection facilities.

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.

e) Witness Testing. Seller must cooperate with all Witness Testing. 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. If Georgia Power determines that the Facility passes all Witness Testing ("**Successful Witness Testing**"), and provided that Seller has satisfied all other pre-COA 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 date of Initial Synchronization.

f) 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 (including any such projected dates that may be set forth in the Interconnection Agreement or in any Additional Agreement). 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 hereby acknowledges that Georgia Power's construction of its interconnection facilities will be delayed if Seller fails to timely comply with its obligations under this PPA, the Interconnection Agreement, and, if applicable, any Additional Agreements.

g) Seller Duty to Update. Seller must promptly notify Georgia Power 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.

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, any Additional Agreements (if applicable) and all applicable legal requirements. Seller must also maintain 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.

10. Capacity Factor.

a) Minimum Capacity Factor. If the Annual Capacity Factor is less than the Minimum Capacity Factor for any Annual Period, Seller must make necessary adjustments or repairs to the Facility to remedy such deficiency so that the Annual Capacity Factor for the next Annual Period equals or exceeds the Minimum Capacity Factor. If the Annual Capacity Factor is less than the Minimum Capacity Factor for two (2) consecutive Annual Periods, Georgia Power will have the right to terminate this PPA pursuant to Section 16(a)(iv).

b) Maximum Capacity Factor. If the Annual Capacity Factor exceeds the Maximum Capacity Factor for any 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, 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 Capacity Factor exceeds the Maximum Capacity Factor.

11. 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. The Parties agree that all Environmental Attributes associated with the Solar Output are the sole and exclusive property of Georgia Power, which Georgia Power may make use of for the benefit of its Customers at Georgia Power's discretion. 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.

b) 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 associated with energy delivered from the Facility, including all information necessary for Georgia Power to comply with any legal requirements or with any certifying or standard-setting body relating to Environmental Attributes. 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 transfer any of the Environmental Attributes 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.

12. Billing; Payment.

a) Billing and Payment. Georgia Power will pay Seller on a monthly basis for Solar Output delivered hereunder; provided, however, that the monthly payment amount may be applied as a credit to Seller's account, with any balance of such credit rolling over monthly up to a maximum cumulative credit balance of five hundred dollars ($500) or a maximum rollover period for a credit balance of twelve (12) consecutive months, whichever occurs first, at which time Georgia Power will pay the credit balance to Seller. Georgia Power may offset and deduct any amounts Seller owes to Georgia Power against any amounts that Georgia Power owes to Seller.

b) Billing 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 Customer Account. Unless Seller has an existing Georgia Power Customer Account for the Facility, it is the responsibility of Seller to establish a Georgia Power Customer 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 Customer Account. Upon establishment of the Georgia Power Customer 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 retail rates. Seller may purchase energy required to serve Auxiliary Equipment from the local electric service provider. The energy generated by the Facility must not be used to serve Auxiliary Equipment. Station Service and energy to serve Auxiliary Equipment must be separately metered.

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 that accrued prior to the declaration of 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, describing the particulars of 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(o).

14. PPA Assignment; Change of Control; Seller Name Change.

a) 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 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(a) 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.

(i) Seller must (1) request Georgia Power's consent to such assignment by executing and submitting to Georgia Power the "Part One – Current Seller's Request for Consent to PPA Assignment," attached in **Appendix B**, at least thirty (30) 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 the "Part One - Current Seller's Request for Consent to PPA Assignment."

(ii) If **Appendix C** is applicable, it will be a condition precedent of any assignment of this PPA authorized under this Section 14(a) that the assignee (new Seller) maintains Front Load Performance Security pursuant to **Appendix C** as of the effective date of the assignment. If **Appendix E** is applicable, it will be a condition precedent of any assignment of this PPA authorized under this Section 14(a) that the assignee (new Seller) maintains Performance Security pursuant to **Appendix E** 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(a), 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. However, Georgia Power will not assess such five thousand-dollar ($5,000) fee to any assignment in which both Seller and the proposed assignee (new Seller) are residential Customers.

(iv) If Georgia Power consents to the requested assignment by executing "Part One - Current Seller's Request for Consent to PPA Assignment," the assignee (new Seller) must execute and submit to Georgia Power the "Part Two – New Seller's Assignment Notice to Georgia Power," attached in **Appendix B**, no later than five (5) Business Days after the assignment.

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

b) Change of Control. No Change of Control transaction with respect to Seller may occur without the prior written consent of Georgia Power in accordance with the Interconnection Agreement. Seller must comply with all requirements of the Interconnection Agreement applicable to a Change of Control transaction as a condition to any Change of Control with respect to Seller.

c) Seller Name Change. Seller must provide Georgia Power with thirty (30) Days' prior written notice of any change in the name of Seller. Seller must promptly execute an amendment of this PPA 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 Customer Account with the name change and any other related changes in account information.

(ii) If **Appendix C** is applicable, Seller must update the Front Load Performance Security to reflect the name change, if and as necessary. If **Appendix E** is applicable, Seller must update the 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(a), Seller may assign this PPA, without the prior consent of Georgia Power and without the submittal of the forms in **Appendix B**, 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 additional 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) Unless Seller is an individual, 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 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 REDI CS II DG Program as approved by the Commission in Docket Nos. 43107 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 Program 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 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 Capacity Factor is less than the Minimum Capacity Factor for two (2) consecutive Annual Periods.

(v) Subject to Section 10(b), the Annual Capacity Factor exceeds the Maximum Capacity Factor for an Annual Period.

(vi) The Facility output exceeded the Interconnection Limit.

(vii) The Interconnection Agreement is terminated or any Additional Agreement is terminated as a result of a Seller breach of the 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 adjust or tamper with the meter without Georgia Power's prior written consent.

(x) Seller fails to comply with Section 14(a) in connection with an attempted assignment of this PPA or fails to comply with the Interconnection Agreement in connection with an attempted Change of Control transaction with respect to Seller.

(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 C** is applicable, Seller fails to comply with or cause compliance with the Front Load Performance Security requirements of **Appendix C**, 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 C**. However, if Seller fails to comply with subsection 2(c) of **Appendix C**, and if Georgia Power elects to draw on the Front Load Performance Security pursuant to subsection 2(c) of **Appendix C** as a remedy (with the accompanying conversion of the pricing to the Escalating Program Price Schedule in **Appendix D** pursuant to subsection 2(c) of **Appendix C**), such noncompliance with subsection 2(c) of **Appendix C** will not give rise to an Event of Default under this Section 16(a)(xiii).

(xiv) If **Appendix E** is applicable, Seller fails to comply with or cause compliance with the Performance Security requirements of **Appendix E**, 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 E**.

(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 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.

(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 Seller is not a residential Customer, and 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 Seller is a residential Customer, and 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 the net present value of all monthly metering charges that would have accrued under Section 7 for the remainder of the Term, plus the expense of collection and interest at the legal rate. In addition, Georgia Power will be entitled to pursue all other remedies available to Georgia Power at law or in equity as a result of such Event of Default and termination, including the right to collect from Seller any and all damages owed as a result of such Event of Default and termination of this PPA.

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 within ten (10) Business Days of Georgia Power's execution of this PPA. If the Commission fails to approve this PPA, or approves this PPA with modifications or conditions that are not acceptable to 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.

(ii) Terms and conditions of Georgia Power's REDI CS II DG Program, as approved by the Commission (including Georgia Power Company's REDI CS II DG Program Guidelines approved by the Commission on **September 1, 2020**) are incorporated by reference in this PPA. If the Commission modifies or eliminates the REDI CS II DG Program, 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.

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 and the Interconnection Agreement, for informational purposes, and for promoting awareness of the REDI CS II DG Program.

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 instrument, and all the schedules, exhibits, appendices and attachments thereto, will be a reference to that agreement or instrument 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.

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.

i) Entire Agreement. This PPA (including the Appendices A through F, and Georgia Power's REDI CS II DG Program Guidelines and Attachments A through J) 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**, or otherwise provided a new notice Party pursuant to **Appendix B**.

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) 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, if Seller is a non-residential Customer, 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.

n) 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.

o) 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.

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

p) "**Additional Agreement**" – means any and all agreements, in addition to the Interconnection Agreement, that may be required by Georgia Power in connection with the interconnection of the Facility, including any other agreement associated with reimbursement of Interconnection Costs, and any agreement associated with obtaining property or property rights required for interconnection (*e.g.*, easement agreements, amendments).

q) "**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.

r) "**AC**" – means alternating current.

s) **Annual Capacity Factor**" – means the following, expressed as a percentage:

(Annual Delivered Energy + Force Majeure Energy + Excused Curtailed Energy) /

(8760 * Facility Size)

t) "**Annual Delivered Energy**" – means the amount of energy, in kWh AC, delivered by Seller to Georgia Power at the Point of Interconnection during the applicable Annual Period pursuant to this PPA.

u) "**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.

v) "**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).

w) "**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.

x) "**Change of Control**" – in respect of a Person means any transaction or series of related transactions that if consummated, would result in such Person being an Affiliate of another ultimate parent entity immediately after such transaction. For purposes of this definition, a Person's ultimate parent entity is the Person who directly or indirectly controls fifty percent (50%) or more of such Person's outstanding capital stock or other equity interests, having ordinary voting power and that does not itself have an ultimate parent entity.

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

z) "**Commission**" – means the Georgia Public Service Commission.

aa) "**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.

bb) "**Customer**" – means a retail electric service customer of Georgia Power Company, as defined in Georgia Power's Rules and Regulations.

cc) "**Day(s)**" – means a calendar day.

dd) "**DC**" – means direct current.

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

ff) "**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.

gg) "**Environmental Attributes**" – means (i) any and all fuel-related, emissions-related, air quality-related or other environmental-related aspects, claims, characteristics, benefits, credits, 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.

hh) "**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.

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

jj) "**Facility**" – means Seller's distributed generation solar facility as described in **Appendix A**.

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

ll) "**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.

mm) "**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.

nn) "**Front Load Performance Security**" – has the meaning assigned in **Appendix C**.

oo) "**Georgia Power Distribution Circuit**" – means a Georgia Power-owned circuit operating at greater than 1 kV but less than 44 kV, excluding facilities, equipment or other devices inside a substation or behind a primary meter.

pp) "**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.

qq) "**Initial Synchronization**" – means Georgia Power's 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) consecutive Days).

rr) "**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.

ss) "**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.

tt) "**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 the Georgia Power Distribution Circuit and ongoing maintenance of such interconnection facilities (including costs associated with obtaining property or property rights required for interconnection, such as easements).

uu) "**Interconnection Limit**" – means the maximum AC output specified in the Interconnection Agreement.

vv) "**kW**" – means kilowatt.

ww) "**kWh**" – means kilowatt-hour (AC).

xx) "**Letter of Credit**" – means an irrevocable standby letter of credit, the form of which is included in Georgia Power Company's REDI CS II DG Program Guidelines 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.

yy) "**Maximum Capacity Factor**" – means (i) twenty percent (20%) for a fixed tilt Facility, or (ii) twenty-eight percent (28%) for a tracking Facility.

zz) "**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 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 an inspection certificate) 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 has submitted the Mechanical Completion Certificate to Georgia Power.

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

bbb) "**Minimum Capacity Factor**" – means (i) ten percent (10%) for a fixed tilt Facility, or (ii) fourteen percent (14%) for a tracking Facility.

ccc) "**Performance Security**" – has the meaning assigned in **Appendix E**.

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

eee) "**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.

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

ggg) "**REDI CS II DG Program**" – has the meaning assigned in the recital clause.

hhh) "**Required Notice Date for Initial Synchronization**" – means the date that is sixty (60) Days after the date of Mechanical Completion of the Facility.

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

jjj) "**RNR Tariff**" – has the meaning assigned in Section 7(d).

kkk) "**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.

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

mmm) "**Seller Guaranty**" – means a guaranty, the form of which is included in Georgia Power Company's REDI CS II DG Program Guidelines as **Attachment I**, from a guarantor who is acceptable to Georgia Power and who is Creditworthy and with sufficient net worth, in Georgia Power's sole judgment, to secure Seller's obligations under the guaranty, which provides for payment to Georgia Power upon demand.

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

ooo) "**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 a current binding easement at the Site that grants Seller express rights to construct, install, operate, maintain and repair the Facility at the Site throughout the Term.

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

qqq) "**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.

rrr) "**Successful Witness Testing**" – has the meaning assigned in Section 8(e).

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

ttt) "**Termination Liquidated Damages**" – has the meaning assigned in Section 16(b)(ii).

uuu) "**Witness Testing**" – means all live testing of the Facility while operating in parallel with the electric system in accordance with 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

_____
(If not an individual) Business Form (*i.e.*, corporation, LLC, etc.) State of Incorporation/Formation

Section 2: Facility Description (PPA Section 1):

_____
Facility's Service Address

Facility Size: [____] kW DC

Solar Photovoltaic Panels:

Orientation: ☐ Fixed Tilt ☐ Tracking

Inverter(s):

Phase: ☐ 3Ø ☐ 1Ø

Interconnection Limit (PPA Section 9(b)): [____] kW AC

Section 3: Term and Price

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

Price (PPA Section 4): Seller has selected the following pricing for this PPA:

☐ the levelized price of [____] cents/kWh throughout the Term

☐ escalating pricing throughout the Term pursuant to the Escalating Program Price Schedule shown in **Appendix D**

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

Required Mechanical Completion Date or **RMCD:** 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 REDI CS II DG Project GPC-XXXXX**")

To Seller:

_____

Attn:_____

Address:_____

_____

Email:_____

Phone Number:_____

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

(Applicable if Seller is not a residential Customer)

Term (years)	**15**	**20**	**25**	**30**
Amount ($/kW)	60	60	100	145

APPENDIX B

PPA ASSIGNMENT – Part One
Current Seller's Request for Consent to PPA Assignment
(To be submitted prior to Assignment)

Today's Date: _____ Expected Effective Date of PPA Assignment: _____
(*Must be at least 30 days after Today's Date)*

Georgia Power Agreement Number: GPC-XXXXX_____

Assignment Request by Current Seller:

The undersigned Seller hereby requests Georgia Power's consent to a proposed assignment of the PPA, to the proposed assignee named below, in accordance with the provisions of Section 14(a) of the PPA. Seller acknowledges that Georgia Power's consent, if given and evidenced by the signature of an authorized representative of Georgia Power below, will not become effective until the Effective Date of the PPA Assignment reflected in Part Two and is contingent upon full compliance with the provisions of Section 14(a) by Seller and the proposed assignee. Pursuant to Section 14(a)(iii) of the PPA, if this PPA has been assigned previously during the Term, the undersigned Seller agrees to pay an Assignment Fee of five thousand dollars ($5,000) to Georgia Power as a condition precedent to the assignment.

Seller Name: _____

Signature: _____

Name (Please print): _____

Title: _____

Proposed New Seller Contact Information and Acknowledgement:

Name: _____ Email Address: _____

Mailing Address: _____

Type of Business Entity (if applicable) that will register with Georgia Secretary of State: _____

The undersigned proposed assignee (proposed new Seller) hereby acknowledges current Seller's Request for Consent to PPA Assignment in accordance with the provisions of Section 14(a) of the PPA. The undersigned proposed assignee must notify Georgia Power upon the actual effective date of the assignment using Part Two of this form.

Signature: _____

Name (Please print): _____

Title: _____

Email executed Request for Consent to Assignment to the following address:

G2GPCERG@southernco.com

Georgia Power Consent to Assignment:

Signature: _____

Name: _____

Title: _____

The Effective Date of this Consent to Assignment is the date shown as the "Effective Date of PPA Assignment" on Part Two (New Seller's Assignment Notice to Georgia Power), which must be provided to Georgia Power by the new Seller after the PPA assignment has occurred.

PPA ASSIGNMENT – Part Two
New Seller's Assignment Notice to Georgia Power
(*To be completed after Assignment)*

Today's Date: _____ Effective Date of PPA Assignment:_____

Email executed New Seller's Assignment Notice to Georgia Power to the following address:

G2GPCERG@southernco.com

New Seller (Assignee) Information
(to become the new Notice Party under Section 17(k)) and to otherwise amend the PPA in applicable part**:**

Seller: _____

Attn: _____

Address: _____

_____

Email: _____

Phone Number: _____

Business Form: _____
(If not an individual)

State of Incorporation/Formation: _____
(i.e., corporation, LLC, etc.)

Notice by New Seller of Assignment:

The undersigned new Seller hereby notifies Georgia Power of the assignment of the PPA to the undersigned new Seller on the above-stated Effective Date in accordance with the provisions of Section 14(a) of the PPA. The undersigned new Seller represents that Front Load Performance Security has been provided as of the Effective Date, if applicable under **Appendix C**, and that new Seller has set up a new Georgia Power Customer Account for the Facility and furnished a W-9 to Georgia Power. If the Facility is non-residential, the undersigned new Seller represents that Performance Security has been provided as of the Effective Date, if applicable under **Appendix E**.

Signature: _____

Name (Please print): _____

Title: _____
(if applicable)

APPENDIX C
FRONT LOAD PERFORMANCE SECURITY

1. This **Appendix C** will apply if Seller has selected the levelized price in **Appendix A**.

2. A Seller that selected the levelized price will receive payments that result in "early payment" for a future benefit to Georgia Power's Customers. Therefore, Seller is required to post performance security in the form of Eligible Collateral pursuant to this **Appendix C** to secure Seller's obligation to pay the Account Balance for each calendar year (or partial calendar year) set forth below in this **Appendix C** ("**Front Load Performance Security**").

    a. 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 C**. The Front Load Performance Security must be maintained throughout the Term in the amount set forth below in this **Appendix C** for the corresponding calendar year (or partial calendar year).

    b. Draw on Front Load Performance Security for Termination. In addition to the draw rights of Georgia Power under subsection (c) below, in the event that 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.

    c. 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 C**, Seller must deliver such 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. If Georgia Power draws on the Front Load Performance Security pursuant to this subsection (c), thereafter the pricing for the Facility's Solar Output will be pursuant to the Escalating Program Price Schedule shown in **Appendix D**, and Georgia Power will pay Seller in accordance with the Escalating Program Price Schedule for the remainder of the Term.

LEVELIZED PAYMENTS ACCOUNT BALANCE

All values in $/kW

Calendar Year	Fixed Tilt Term 15 Yr	20 Yr	25 Yr	30 Yr
2021	21.26	25.69	29.75	29.79
2022	41.91	51.10	59.52	59.52
2023	61.82	76.16	89.27	89.12
2024	80.90	100.80	118.95	118.55
2025	98.96	124.85	148.42	147.65
2026	115.86	148.23	177.62	176.35
2027	131.46	170.80	206.46	204.54
2028	142.68	184.83	223.09	221.05
2029	145.42	195.77	241.23	237.88
2030	144.71	204.43	257.83	252.84
2031	140.11	210.54	272.62	265.72
2032	131.19	213.80	285.40	276.26
2033	117.43	213.87	295.89	284.17
2034	98.40	210.46	303.88	289.19
2035	73.50	203.17	309.05	290.99
2036	42.11	191.60	311.11	289.21
2037		175.23	309.65	283.41
2038		153.71	304.41	273.29
2039		126.45	294.94	258.34
2040		92.89	280.80	238.09
2041		52.31	261.44	211.88
2042			236.49	179.33
2043			205.33	139.72
2044			167.35	92.37
2045			121.76	36.41
2046			68.08	0.00
2047				0.00
2048				0.00
2049				0.00
2050				0.00
2051				0.00

All values in $/kW

Calendar Year	Tracking Term 15 Yr	20 Yr	25 Yr	30 Yr
2021	26.45	32.10	37.28	41.91
2022	52.20	63.93	74.68	84.28
2023	77.19	95.47	112.17	127.14
2024	101.30	126.64	149.73	170.51
2025	124.32	157.26	187.21	214.24
2026	146.11	187.25	224.55	258.32
2027	166.48	216.45	261.66	302.71
2028	180.74	234.28	282.74	330.85
2029	183.50	247.34	304.84	357.75
2030	181.99	257.58	324.96	386.74
2031	175.72	264.66	342.85	414.56
2032	164.14	268.24	358.25	440.65
2033	146.64	267.88	370.82	464.75
2034	122.66	263.22	380.29	486.63
2035	91.47	253.78	386.29	505.99
2036	52.32	239.04	388.43	522.53
2037		218.42	386.25	535.87
2038		191.41	379.38	545.71
2039		157.33	367.28	551.62
2040		115.48	349.42	553.18
2041		65.00	325.14	549.82
2042			293.94	541.18
2043			255.06	526.62
2044			207.77	505.54
2045			151.12	477.17
2046			84.46	440.98
2047				396.11
2048				341.70
2049				276.68
2050				200.33
2051				111.42

APPENDIX D
ESCALATING PROGRAM PRICE SCHEDULE

This **Appendix D** will apply if Seller has selected the Escalating Program Price Schedule in **Appendix A**.

All values in cents/kWh

Calendar Year	Fixed Tilt Term				
	10 Yr	15 Yr	20 Yr	25 Yr	30 Yr
2021*	3.325	3.208	3.187	3.195	3.136
2022	3.457	3.335	3.314	3.322	3.261
2023	3.594	3.468	3.446	3.454	3.390
2024	3.737	3.606	3.583	3.591	3.525
2025	3.886	3.749	3.725	3.734	3.665
2026	4.040	3.898	3.873	3.883	3.811
2027	4.201	4.053	4.027	4.037	3.963
2028	5.092	4.912	4.881	4.893	4.803
2029	5.284	5.118	5.056	5.061	4.969
2030	5.483	5.333	5.238	5.235	5.142
2031	5.690	5.557	5.426	5.414	5.320
2032		5.790	5.620	5.600	5.504
2033		6.032	5.822	5.792	5.695
2034		6.285	6.031	5.991	5.893
2035		6.549	6.247	6.197	6.097
2036		6.823	6.471	6.409	6.309
2037			6.703	6.629	6.527
2038			6.944	6.857	6.754
2039			7.193	7.092	6.988
2040			7.451	7.335	7.230
2041			7.718	7.587	7.481
2042				7.848	7.741
2043				8.117	8.009
2044				8.396	8.287
2045				8.684	8.574
2046				8.982	8.872
2047					9.179
2048					9.498
2049					9.827
2050					10.168
2051**					10.521

All values in cents/kWh

Calendar Year	Tracking Term				
	10 Yr	15 Yr	20 Yr	25 Yr	30 Yr
2021*	3.332	3.226	3.216	3.240	3.225
2022	3.467	3.356	3.347	3.371	3.355
2023	3.604	3.489	3.479	3.505	3.488
2024	3.747	3.627	3.617	3.643	3.626
2025	3.895	3.770	3.759	3.787	3.769
2026	4.049	3.919	3.908	3.937	3.918
2027	4.209	4.074	4.063	4.092	4.073
2028	5.228	5.061	5.046	5.083	5.059
2029	5.428	5.273	5.228	5.258	5.234
2030	5.637	5.494	5.416	5.438	5.415
2031	5.853	5.723	5.610	5.625	5.602
2032		5.963	5.812	5.818	5.795
2033		6.213	6.020	6.017	5.995
2034		6.473	6.237	6.223	6.203
2035		6.744	6.461	6.437	6.417
2036		7.026	6.693	6.658	6.638
2037			6.933	6.886	6.868
2038			7.182	7.122	7.105
2039			7.441	7.366	7.350
2040			7.708	7.619	7.604
2041			7.985	7.880	7.867
2042				8.151	8.138
2043				8.430	8.419
2044				8.719	8.710
2045				9.018	9.011
2046				9.328	9.322
2047					9.644
2048					9.977
2049					10.322
2050					10.678
2051**					11.047

*CY2021- If a Facility achieves Commercial Operation Authorization in 2020, the prices applicable to Calendar Year 2021 will be paid to Customer until January 1, 2021.

**CY2051- If a Facility achieves Commercial Operation Authorization in 2022 or 2023, this pricing table will be updated to reflect the appropriate Calendar Years and the applicable pricing for CY2022 and CY2023, which will be calculated by Georgia Power and approved by Commission Staff.

APPENDIX E
PERFORMANCE SECURITY
[Applicable if Facility Size ≥ 250 kW]

Pursuant to PPA Section 5, if the Facility Size is equal to or greater than two hundred (250) kW, and Seller is not Creditworthy, then no later than the date of the Initial Synchronization Request, Seller must deliver to Georgia Power performance security in the form of Eligible Collateral ("**Performance Security**"). The amount of Performance Security that Seller is required to maintain over the Term is set forth in the Performance Security Table below.

1. Supplemental and Replacement Performance Security. If any supplement to or replacement of Performance Security is required to maintain compliance with this **Appendix E**, Seller must deliver such supplemental or replacement Performance Security to Georgia Power no later than ninety (90) Days prior to the earlier to occur of (i) the date when an adjustment in Eligible Collateral is required pursuant to this **Appendix E**, and (ii) the date when the existing Eligible Collateral will expire; provided, however, that the adjustment in the Performance Security will not become effective until the applicable date specified in this **Appendix E**. 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.

2. 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 E** within three (3) Business Days after notice of such draw.

3. 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 E** 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.

Performance Security Table
(based on Facility Size)

Term (years)	**15**	**20**	**25**	**30**
Amount ($/kW)	60	60	100	145

APPENDIX F
MECHANICAL COMPLETION CERTIFICATE

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 REDI CS II DG Project GPC-XXXXX**")

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 an inspection certificate) 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; and

(v) the Facility otherwise is ready for Initial Synchronization.

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

SELLER

Name (Please print): _____

Title: _____
(if applicable)

Signature: _____

Date: _____