Pro Forma Power Purchase Agreement for 2026 Distributed Generation Solar at GPC-#ProjectID# (#FacilityName#) between Georgia Power Company and #GeneratorLegalName#

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SCHEDULE OF DEFINED TERMS

This PPA uses the defined terms identified in this *Schedule of Defined Terms*, or in the body of this PPA, and the rules of construction described in Section 15.4 (*Contract Interpretation*).

2026 DG RFP: GPC's 2026 Request for Proposals for Renewable Distributed Generation.

AC: Alternating current.

ADE: See *Annual Delivered Energy*.

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

Affected System: As defined in the IA.

AGC: See *Automatic Generation Control*.

AGC Performance Requirements: The AGC Status Performance Requirement and the AGC Setpoint Response Performance Requirement.

AGC Plan: As defined in Section 6.6 (*AGC Performance Requirements*).

AGC Setpoint: A value (kW) that will range from the Operating Low Limit to the Operating High Limit.

AGC Setpoint Response Performance Metric: As defined in Exhibit H (*AGC Performance Metrics and Requirements*), Section 1.2.A (*AGC Status Performance Requirement*).

AGC Setpoint Response Performance Requirement: As defined in Exhibit H (*AGC Performance Metrics and Requirements*), Section 1.2.B (*AGC Setpoint Response Performance Requirement*).

AGC Status: As defined in Exhibit H (*AGC Performance Metrics and Requirements*), Section 1.2.A (*AGC Status Performance Requirement*).

AGC Status Performance Metric: As defined in Exhibit H (*AGC Performance Metrics and Requirements*), Section 1.2.A (*AGC Status Performance Requirement*).

AGC Status Performance Requirement: As defined in Exhibit H (*AGC Performance Metrics and Requirements*), Section 1.2.A (*AGC Status Performance Requirement*).

Annual Delivered Energy (ADE): The amount of Energy, in MWh, delivered by Generator to GPC at the POI during the applicable Annual Period under this PPA.

Annual Delivery Percentage (ADP): For the applicable Annual Period, the sum of Annual Delivered Energy and, if applicable, Deemed Delivered Energy, divided by the applicable Annual Energy Contract Amount and expressed as a percentage, as shown in the following equation:

$$ADP = [(ADE + DDE) / (AECA)] * 100\%$$

Annual Energy Contract Amount (AECA): The nominal amounts of Energy expected to be delivered to GPC for the applicable Annual Period (adjusted for leap years), as set forth in Exhibit A (*Project Information*), Section 3 (*Term; Contract Energy Price; Annual Energy Contract Amount*), Table B (*Annual Energy Contract Amount*).

Annual Period: Any one of a succession of consecutive 12-Month periods during the Term, the first of which will begin on the first Day of the Month after Generator's obtaining COA, but, if COA occurs on the first Day of a Month, the first Day of the first Annual Period is the date of COA.

Automatic Generation Control (AGC): The equipment and capability of a facility to automatically adjust energy output, and specifically, the Facility's capability to accept a set point electronically and the automatic adjustment and regulation of the Facility's energy output to meet that set point.

Auxiliary Equipment: Auxiliary or ancillary equipment at or otherwise supporting the Facility, including lights and security equipment and systems (e.g., gates and cameras).

Bluebook: The ***GPC BlueBook for Electrical Service*** or any successor, which is available at https://www.georgiapower.com/business/products-programs/business-solutions/commercial-solar-solutions/distributed-

generation.html#dgi.

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

CEP: See *Contract Energy Price*.

Certification: The certification GPC will seek from the Commission under O.C.G.A. § 46-3A-4 for resources selected through the 2026 DG RFP.

Certification Date: The date the Commission certifies this PPA under O.C.G.A. § 46-3A-4.

Change in Accounting Standards: Defined in Section 9.1.9(iv) (*VIE Certification*).

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

Change of Ownership: The physical point where the Facility's tie-line connects with the Interconnection Facilities, as further defined and depicted in the IA.

COA: See *Commercial Operation Authorization*.

Commercial Operation: The Facility's generation of Energy for sale in accordance with the requirements of this PPA.

Commercial Operation Authorization (COA): GPC's written notice to Generator, under the provisions of Section 5.4 (*Witness Testing and Commercial Operation Authorization*), that the Facility can commence Commercial Operation.

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

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

Compensable Curtailment: A reduction in the delivery of energy from the Facility below the PHL: (i) to balance load and generation on the Electric System when aggregate generation exceeds the system-level demand requiring a reduction in energy delivery; and (ii) that is implemented by GPC through: (a) DERMS; or (b) a manually issued reduction. A Compensable Curtailment does not include any: (I) curtailment issued for system reliability or emergency purposes, including any GPC Interconnection Curtailment; or (II) Generator Interconnection Curtailment.

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

Contract Energy Price (CEP): The price for Solar Output for the applicable Annual Period, as set forth in Exhibit A (*Project Information*), Section 3 (*Term; Contract Energy Price; Annual Energy Contract Amount*), Table A (*Contract Energy Price*).

Creditworthy or Creditworthiness: Regarding a Person, the Person has: (i) a senior unsecured debt rating, or if the Person has no senior unsecured debt rating, an issuer rating from two of the Rating Agencies above: (a) BBB+ by S&P, if rated by S&P; (b) Baa1 by Moody's, if rated by Moody's; and (c) BBB+ by Fitch, if rated by Fitch, respectively; or (ii) (1) a senior unsecured debt rating or, if the Person has no senior unsecured debt rating, an issuer rating from two of the Rating Agencies of at least: (a) BBB- by S&P, if rated by S&P; (b) Baa3 by Moody's, if rated by Moody's; and (c) BBB- by Fitch, if rated by Fitch, respectively; and (2) satisfactory and verifiable creditworthiness determined in GPC's reasonable discretion.

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

Curtailment: A reduction in the delivery of energy from the Facility below its Potential High Limit requested by GPC to implement a Compensable Curtailment or a GPC Interconnection Curtailment. Curtailment does not include a Generator Interconnection Curtailment.

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

DDE: See *Deemed Delivered Energy*.

Deemed Delivered Energy (DDE): For the applicable Annual Period, ***the sum of***: (i) Force Majeure Energy; ***plus*** (ii) Curtailed Energy, if any.

Delay Damages: Liquidated damages in an amount equal to the amount calculated in accordance with Exhibit A (*Project Information*), Section 7 (*Delay Damages Table*), Table D (*Delay Damages*), per Day.

Delay Damages Performance Security: Security in the form of Eligible Collateral delivered to GPC to secure Generator's obligation to pay Delay Damages.

DERMS: See *Distributed Energy Resource Management System*.

DG Interconnection Construction Guidelines: GPC's ***Distributed Generation Interconnection Construction Guidelines***, available at https://www.georgiapower.com/content/dam/georgia-power/pdfs/residential-pdfs/solar/dg-interconnection-construction-guidelines.pdf, or any successor guideline.

Dispute Response: As defined in Section 10.4 (*Dispute Resolution*).

Disputing Party: As defined in Section 10.4 (*Dispute Resolution*).

Distributed Energy Resource Management System (DERMS): GPC's Distributed Energy Resource Management System used to monitor and dispatch a Facility.

Distribution System: Electric System facilities owned by GPC that operate at a nominal operating AC voltage below 40 kV.

Distribution Test Policy: GPC's ***Distribution Test Policy***, which is available at distribution-test-policy.pdf, or any successor policy.

Effective Date Accounting Standards: Defined in Section 9.1.9(i) (*VIE Certification*).

Electric System: The network of electric generation, transmission, or distribution facilities owned or operated by GPC or other electric utilities in Georgia or a surrounding state, specifically including: (i) the Georgia Integrated Transmission System; and (ii) Interconnection Facilities.

Electrical Products: All electrical products produced by or related to the Facility, including spinning reserves, operating reserves, balancing energy, regulation service, ramping capability, reactive power, voltage control, frequency control, and other ancillary or essential reliability service products, or any benefit GPC otherwise would have realized from or related to the Facility if GPC, rather than Generator, had constructed, owned, or operated the Facility, it being the Parties' intent that all those benefits and entitlements, in addition to electrical output, that flow from construction, ownership, or operation of the Facility, whether existing as of the Execution Date or at any time during the Term, will belong to GPC, at no additional cost to GPC. For the avoidance of doubt, Electrical Products do not include: (i) any federal, state, or local tax attribute arising from ownership of the Facility, including any investment tax credit (ITC), production tax credit (PTC), or depreciation deduction; (ii) any grant in lieu of investment tax credit or any similar financial payment or grant regarding the Facility; or (iii) the metered electric Energy produced by the Facility.

Eligible Collateral: Either: (i) cash deposited into a Security Account or as otherwise deposited with GPC as the Parties may agree; (ii) a Letter of Credit; or (iii) a Generator Guaranty.

Energy: The energy portion of the Solar Output produced by the Facility and delivered under this PPA to the POI and which does not include Environmental Attributes produced by the Facility.

Environmental Attributes: Either: (i) all fuel-related, emissions-related, air quality-related, or other environmental-related aspects, claims, characteristics, benefits, credits (including RECs), reductions, offsets, savings, allowances, efficiencies, certificates, tags, attributes, demand reductions, or similar products or rights (including all of those relating to greenhouse gases and all green certificates, green tags, renewable certificates,

RECs, CO2 credits, and emission reduction credits, and all those that otherwise arise or result from the generation of energy from the Facility, and all those arising or resulting from the existence of the Facility): (a) howsoever titled and whether known or unknown; (b) whether existing as of the Effective Date or at any time during the Term; and (c) whether the Environmental Attributes have been certified or verified under any renewable standard, including all those that could qualify or do qualify for application toward compliance with any local, state, federal or international renewable energy portfolio standard, green pricing program, renewable energy program, carbon reduction or greenhouse gas reduction initiative, carbon or greenhouse gas offset program, carbon or greenhouse trading program, carbon or greenhouse gas cap and trade program, carbon or greenhouse taxation, electricity savings program, or other environmental program, incentive, mandate, or objective, in each case whether voluntary or mandatory; or (ii) all environmental benefits GPC otherwise would have realized from or related to the Facility if GPC, rather than Generator, had constructed, owned, or operated the Facility, as applicable. Environmental Attributes do not include: (I) any federal, state, or local tax attribute arising from ownership of the Facility, including any investment tax credit (ITC), production tax credit (PTC), or depreciation deduction; (II) any grant in lieu of ITC or any similar financial payment or grant regarding the Facility; or (III) the metered electric energy produced by the Facility.

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

Event of Default: A failure by Generator to comply with a material term or condition of this PPA, as further described in Section 10.1 (*Events of Default*).

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

Extended FME: As defined in Section 13.4 (*Extended FME*).

Facility: Generator's distributed generation solar facility as described in Exhibit A (*Project Information*), including all equipment and facilities not owned by GPC and installed on Generator's side of the Change of Ownership. A Facility cannot cross a railroad, public waterway, public road, or equivalent transportation interchange.

Facility Size: The Facility's installed AC capacity at unity power factor, as set forth in Exhibit A (*Project Information*).

FASB: The Financial Accounting Standards Board.

FERC: The Federal Energy Regulatory Commission.

Final Facility Documents: The final Facility documents that provide all Facility technical details or are required by GPC, including the final Facility one-line diagram, Site plan, panel and inverter specifications, and the information required by Southern Company DER Policy Section 8.6.2 (*Completion of DER Construction*), as outlined in Section 2.3 (*Final Facility Documents*).

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

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

FME: See *Force Majeure Event*.

FME Remedy Plan: A remedy plan as required under Section 13.4 (*Extended FME*).

Force Majeure Energy: The amount of energy that Generator is excused from delivering to the POI, or that GPC

is excused from receiving at the POI, under Part 13 (*Force Majeure*). Force Majeure Energy will be calculated in accordance with a methodology to be determined by mutual agreement of the Parties.

Force Majeure Event (FME): Any occurrence, non-occurrence, or set of circumstances that: (i) first occurs after the Execution Date; (ii) prevents a Party, in whole or in part, from performing any PPA obligation or satisfying any PPA condition; (iii) is beyond the reasonable control of a Party; (iv) is not reasonably foreseeable (or, if foreseeable, cannot reasonably be avoided); and (v) is not caused by the Party's negligence, inaction, lack of due diligence, breach of this PPA, or failure to follow Prudent Industry Practices. FME excludes: (a) the inability to meet applicable law or a change in applicable law if Generator cannot comply with the change in applicable law for purely economic reasons; (b) any inability to obtain or maintain, or delay in obtaining, any permit, approval or other consent required from a Governmental Authority, unless failure is caused by an event that would otherwise constitute an FME; (c) equipment failure or damage, unless the failure or damage results directly from an event that would otherwise constitute an FME; (d) change in market conditions that affects the cost or availability of equipment, materials, supplies, or services, unless the cost or availability change results directly from an event that would otherwise constitute an FME; (e) failure of a Party's contractors, suppliers, or vendors, unless the failure is caused by an event that would otherwise constitute an FME; (f) unavailability, variability, or lack of adequate solar insolation, unless the unavailability, variability, or lack of adequate solar insolation results directly from an event that would otherwise constitute an FME; (g) failure or inability to obtain or retain sufficient funds for any reason, or Generator's loss of or inability to obtain or retain any tax credit or other incentive concerning any portion of the Facility; (h) a site-specific strike, walkout, lockout, or other labor dispute at the Facility; (i) any event, including a change in any applicable law or accounting standard, that requires GPC to consolidate Generator or any Generator Affiliate or permitted assign as a VIE in GPC's financial statements; or (j) the interruption, curtailment, or unavailability of service for the transmission of Energy from the Facility for any reason.

Generator: The counterparty to GPC in this PPA.

Generator Curtailed Energy: The total amount of Energy (in MWh) that was not delivered by the Facility in an Annual Period because of a Generator Interconnection Curtailment.

Generator Guarantor: A Person who, at the time of execution and delivery of its Generator Guaranty: (i) is Creditworthy; (ii) is a Generator Affiliate; (iii) derives direct or indirect benefit from the transactions contemplated by the PPA; and (iv) is otherwise an entity acceptable to GPC, in GPC's sole, but reasonable, discretion.

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

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

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

Governmental Authority: As applicable to the specific Party, facility, or event, any federal, state, or local governmental or regulatory authority, administrative agency, commission, department, board, or court that has jurisdiction over that Party, the Facility, or the subject matter of this PPA, but excluding any federal, state, or local governmental or regulatory authority, administrative agency, commission, department, board, or other such entity acting in a capacity as lender, guarantor, or mortgagee.

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

GPC Consolidation: Defined in Section 9.1.9(i) (*VIE Certification*).

GPC Interconnection Curtailment: A reduction in the delivery of energy from the Facility via curtailment, interruption, or disconnection of the Facility that is issued by GPC in accordance with the IA and that occurs because of: (i) an emergency condition, system reliability event, or an FME that affects the Electric System; (ii) the interruption, curtailment, or unavailability of the transmission system or the Distribution System due to equipment or component constraints (e.g., thermal overloads, voltage violations); or (iii) scheduled or unscheduled construction, upgrades, or maintenance of transmission or distribution facilities.

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

IA: See *Interconnection Agreement*.

Indemnified Party: Each of GPC, its Affiliates, agents, officers, directors, employees, and permitted assigns.

Initial Synchronization: GPC's initial energization of Interconnection Facilities to allow trial parallel operation of the Facility with the Electric System, including export of test electric energy to the Distribution System for no more than seven Days.

Initial Synchronization Request: Generator's written notice to GPC: (i) informing GPC that, as of the date of such request, the Facility is ready for Initial Synchronization; and (ii) requesting Initial Synchronization.

Interconnection Agreement (IA): The agreement between Generator and GPC containing terms and conditions governing the interconnection and parallel operation of the Facility with the Electric System.

Interconnection Costs: All costs and expenses (including overheads) arising in connection with: (i) the technical review, design, procurement, construction, and installation of the Interconnection Facilities (including costs associated with obtaining property or property rights required for interconnection, like easements and permits); (ii) ongoing operations and maintenance costs for the Interconnection Facilities throughout the Term; and (iii) any other cost identified in the IA as an Interconnection Cost.

Interconnection Facilities: The physical facilities installed or modified by GPC on GPC's side of the Change of Ownership that, in GPC's reasonable judgment, are necessary for interconnected operations of the Facility with the Electric System and for the Facility's receipt of Station Service. Interconnection Facilities will be owned by GPC or, if so indicated in the IA, by another utility and include facilities for the connection, switching, metering, distribution, and safe operation of the Electric System.

Interconnection Limit: The Facility's maximum power output (kW) specified in Exhibit A (*Project Information*) and in the IA.

kV: Kilovolt (AC).

kW: Kilowatt (AC).

kWh: Kilowatt-Hour (AC).

Letter of Credit: An irrevocable standby letter of credit that is: (i) substantially in the form of Exhibit E (*Form of Standby Letter of Credit*); (ii) 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 (iii) otherwise acceptable to GPC in GPC's sole, but reasonable, discretion.

MDE: See *Monthly Delivered Energy*.

Maximum Energy Contract Amount: For a given Annual Period, 115% of the applicable Annual Energy Contract Amount.

Mechanical Completion: Generator's satisfaction of the following criteria and conditions: (i) Generator provided GPC and GPC accepted Final Facility Documents as outlined in Section 2.3 (*Final Facility Documents*); (ii) Generator 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 in accordance with the approved Final Facility Documents; (iii) the Facility passed an electrical inspection (as evidenced by appropriate inspection documentation) by either: (a) the appropriate city or county inspection authority; or (b) a licensed electrician or Professional Engineer if there is no inspecting authority; (iv) the Facility's AGC system, as approved by GPC under Section 6.5 (*AGC*), is completely installed and connected to GPC's DERMS RTU; (v) the Facility's PHL estimation system, as approved by GPC under Section 6.7 (*Potential High Limit; Curtailed Energy*), is completely installed; (vi) Generator obtained any other governmental approval required for operation of the Facility; (vii) the Facility otherwise is ready for Initial Synchronization; and (viii) Generator submitted to GPC the Mechanical Completion Certificate.

Mechanical Completion Certificate: A written certification by Generator that the Facility achieved Mechanical Completion, in the form of Exhibit C (*Mechanical Completion Certificate*).

MEP: See *Monthly Energy Payment*.

Milestone Schedule: A schedule containing, at a minimum, all significant milestones relating to the design, engineering, procurement, construction, Initial Synchronization, testing, startup, and Mechanical Completion of the Facility.

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

Monthly: Has a meaning correlative to that of Month.

Monthly Delivered Energy (MDE): The amount of Energy, in kWh, delivered during a given Month. For the avoidance of doubt, all MDE includes the transfer of Environmental Attributes and Electrical Products.

Monthly Energy Payment (MEP): For a given Month, an amount equal to the ***sum of***: (i) the product of: (a) Monthly Delivered Energy; ***multiplied by*** (b) the Contract Energy Price; ***plus*** (ii) the product of: (a) Compensable Curtailed Energy for the applicable Month (if any); ***multiplied by*** (b) the Contract Energy Price, as shown in the following equation:

$$MEP = (MDE * CEP) + (Compensable\ Curtailed\ Energy_{Month} * CEP)$$

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

MW: Megawatt (AC).

Notice of Dispute: As defined in Section 10.4 (*Dispute Resolution*).

Operating High Limit (OHL): The current maximum Facility generating capacity, adjusted for any equipment limitations or outage that could limit the maximum output, as further described in Exhibit I (*AGC and Facility Minimum Data Requirements*).

Operating Low Limit: The current minimum Facility generating capacity, adjusted for any equipment limitation or outage that could limit charging capability, as further described in Exhibit I (*AGC and Facility Minimum Data Requirements*).

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

Performance Security: Security in the form of Eligible Collateral to ensure Generator's due performance of PPA obligations, as may be required under Exhibit B (*Performance Security*).

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

PHL: See *Potential High Limit*.

Point of Interconnection (POI): The point where the Facility is interconnected to the Distribution System, which is not necessarily the same as the point where Change of Ownership occurs.

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

PPA: This Power Purchase Agreement for Distributed Generation Solar between the Parties.

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

Professional Engineer: An individual possessing a professional engineering license in good standing through the applicable state board with licensing authority over professional engineers.

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

PURPA: The Public Utility Regulatory Policies Act of 1978, 16 U.S.C. 796 and 824a-3.

Qualifying Facility (QF): A qualifying cogeneration facility or qualifying small power production facility within the meaning of PURPA sections 201 and 210 and Part 292 of Title 18 of the United States Code of Federal Regulations.

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

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

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

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

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

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

Required Mechanical Completion Date (RMCD): The date by which the Facility must achieve Mechanical Completion, as specified in Exhibit A (*Project Information*).

Required Notice Date for Initial Synchronization: The date that is within 60 Days following Mechanical Completion and by which the Facility must be ready for, and Generator must request, Initial Synchronization.

Responding Party: As defined in Section 10.4 (*Dispute Resolution*).

RMCD: See *Required Mechanical Completion Date*.

RMSE: See *Root Mean Squared Error*.

Root Mean Squared Error (RMSE): As defined in Exhibit H (*AGC Performance Metrics and Requirements*), Section 1.2.B (*AGC Setpoint Response Performance Requirement*).

RTU: Remote terminal unit.

Rules and Regulations: The *GPC Rules, Regulations, and Rate Schedules for Electric Services*, on file with the Commission, and as may be amended from time to time.

S&P: S&P Global Ratings, a division of S&P Global Inc., or its successor. If S&P ceases to exist or publish ratings, S&P will mean a nationally recognized rating agency mutually agreed upon by the Parties.

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

Site: The physical location where the Facility will be or is located, as stated in Exhibit A (*Project Information*).

Site Control: The right to develop real property for purposes of constructing and operating the Facility, Site, or for the ICF Site, as applicable, throughout the Term, as demonstrated by the Site Control Affidavit submitted by Generator in the form of 2026 DG RFP Exhibit D (*Form of Site Control Affidavit and Landowner Confirmation*).

Solar Output: The Energy and all associated Environmental Attributes, Electrical Products, and capacity produced by and associated with the Facility.

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

Southern Company DER Policy: *Southern Company Operation of Distributed Energy Resources (DER) in Parallel with the Distribution System Policy* (available at https://www.georgiapower.com/content/dam/georgia-power/pdfs/company-pdfs/solar-pdfs/SOCO_Interconnection_Policy_Binder.pdf) or any successor policy.

Station Service: Energy delivered from the Electric System and used to serve the Facility's electrical requirements including step-up transformer losses and line losses between the Facility and the POI.

Successful Witness Testing: Live testing of the Facility while operating in parallel with the Electric System that indicates the Facility, in accordance with IA, is ready for Commercial Operation.

System Emergency: When GPC has determined in accordance with its prevailing practices that conditions are expected to occur or have occurred that could jeopardize the integrity of the Electric System.

Term: The duration of the PPA, which becomes effective on the Execution Date and continues for the number of

Annual Periods (15, 20, 25, 30, or 35) specified in Exhibit A (*Project Information*).

Termination Damages: Liquidated damages to be paid by Generator should GPC terminate Generator's performance under this PPA because of an Event of Default, in the amounts specified in Exhibit A (*Project Information*), Section 6 (*Termination Liquidated Damages Table*), Table C (*Termination Liquidated Damages*).

Triggering Failure: As defined in Section 6.6 (*AGC Performance Requirements*).

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

Variable Interest (VI): Defined in ASC Topic 810 (*Consolidation*), as issued and modified from time to time by FASB.

Variable Interest Entity (VIE): Defined in ASC Topic 810 (*Consolidation*), as issued and modified from time to time by FASB.

Witness Testing: Live testing of the Facility while operating in parallel with the Electric System in accordance with the Distribution Test Policy.

Power Purchase Agreement for 2026 Distributed Generation Solar at GPC-#ProjectID# (#FacilityName#) between Georgia Power Company and #GeneratorLegalName#

Georgia Power Company, a Georgia corporation, and **#GeneratorLegalName#**, #a ***OR*** #an #OrgState# #limited liability company# ***OR*** #OtherOrgStructure#, enter into this **Power Purchase Agreement for 2026 Distributed Generation Solar** as of the Execution Date. GPC and Generator acknowledge:

- Generator desires to sell, and GPC desires to purchase, all Solar Output generated by or associated with Generator's Facility consistent with the 2026 DG RFP and the Commission's Orders in Docket Nos. 56002 and 56478;
- The Parties desire to set forth the terms and conditions upon which the sale and purchase of Solar Output may be conducted between the Parties; and
- The Facility will be interconnected to and operated in parallel with the Electric System, and contemporaneously with the execution of this PPA, the Parties entered the IA governing the interconnection.

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

PART 1. TERM OF AGREEMENT

1.1 Term. Subject to applicable law and any earlier termination as permitted in this PPA, this PPA becomes effective on the Execution Date and continues for the Term.

1.2 Conditions Subsequent. This PPA is subject to termination for failure of any of the following conditions:

1.2.1. Commission Certification Conditions.

(i) Initial Termination Rights for Commission Certificate Target Conditions. If: (a) the Commission does not approve this PPA through a Certification; or (b) the Commission has issued a Certification that is subject to material qualification or condition(s) that adversely affect GPC, then GPC may terminate this PPA upon written notice to the Generator, so long as the notice is delivered to Generator by no later than 15 Days after the applicable Commission order. If Certification is delayed for reasons not attributable to Generator and GPC does not elect to terminate this PPA, Generator will be entitled to an RMCD extension.

(ii) Waiver of PPA Termination Right. If, within the applicable notice period, GPC does not exercise its termination right in accordance with this Section 1.2.1 (*Commission Certification Conditions*), then GPC will be deemed to have waived the termination right.

(iii) Obligations following PPA Termination. Upon PPA termination in accordance with this Section 1.2.1 (*Commission Certification Conditions*): (a) neither Party will have any further liability to the other Party under this PPA; and (b) GPC will promptly return to Generator any unused portion of Performance Security and Interconnection Costs, if applicable.

1.2.2. Payment of Winner's Fee. After the Commission approves this PPA through a Certification, GPC will calculate the winner's fee owed by Generator per the terms of GPC's 2026 DG RFP and notify Generator of the amount. Generator must pay the winner's fee to GPC: (i) within 10 Days after receipt of GPC's notice; and (ii) following the instructions in the notice. Generator's failure to timely pay the winner's fee as required by this Section 1.2.2 (*Payment of Winner's Fee*) will be an Event of Default.

PART 2. FACILITY DESIGN AND CONSTRUCTION

2.1 Description of Facility. The Facility is owned by Generator and must conform to the description in Exhibit A (*Project Information*), Section 2 (*Facility Description*). The Facility must be separately metered and directly interconnected to the Distribution System.

2.1.1. Facility Design. Generator must design the Facility in accordance with the specifications set forth in Exhibit J (*Requirements for PPA Facility*). The Facility must be designed to communicate with DERMS via AGC. GPC will issue AGC Setpoints via DERMS.

2.1.2. Facility Control System Design and Capabilities. Generator must design the control and data systems of the Renewable Resource to provide: (i) all real-time AGC Setpoint signals and data detailed in Exhibit I (*AGC and Facility Minimum Data Requirements*); (ii) any additional information that GPC requires: (a) to manage GPC's dispatch of the Facility's Energy; and (iii) sufficient control and coordination to not exceed the Interconnection Limit. The Facility AGC system will receive AGC Setpoint signals and send, every six seconds, AGC Setpoint signals to allow GPC to direct the Energy output of the Renewable Resource. Generator must coordinate its AGC system design details with GPC, as GPC representatives may request, throughout project scoping, design, procurement, and construction to ensure PPA requirements are met.

2.2 Station Service. Generator must purchase Station Service provided by GPC under standard rates. If any electric service is required to serve Auxiliary Equipment, Generator must: (i) purchase that service from the local electric service provider; (ii) install a separate meter for the service; and (iii) if purchasing from GPC, pay any installation costs, in accordance with GPC's standard procedures for establishing retail service.

2.3 Final Facility Documents. Generator must provide to GPC all Final Facility Documents, for GPC's review and acceptance, as soon as practicable but no later than 90 Days before the RMCD. After delivery to GPC and GPC's acceptance of the Final Facility Documents, Generator must construct the Facility in accordance with, and may not substantively change, the Final Facility Documents without GPC's express written consent. The Final Facility Documents must be stamped by a Professional Engineer. Generator acknowledges that any delay caused by Generator in furnishing the Final Facility Documents to GPC and any change to the Facility design or equipment or the Site may delay GPC's acceptance of the Final Facility Documents, construction of Interconnection Facilities, and the grant of COA.

2.4 Mechanical Completion. Generator must achieve Mechanical Completion of the Facility by the RMCD. When Generator believes the Facility achieved Mechanical Completion, Generator must complete and submit to GPC the Mechanical Completion Certificate as provided in Exhibit C (*Mechanical Completion Certificate*). Upon receipt of the Mechanical Completion Certificate, GPC will have the right, but not the obligation, to inspect the Facility or review inspection-related information before acceptance. However, if GPC determines that the Facility has not actually achieved Mechanical Completion, Generator must promptly resolve any issues or deficiencies and then resubmit the Mechanical Completion Certificate. For the avoidance of doubt, Generator will be liable for Delay Damages under Section 2.5 (*Failure to Achieve Mechanical Completion by the RMCD*) if GPC determines that Generator did not timely achieve Mechanical Completion of the Facility. Generator is not entitled to any extension of the RMCD because of GPC's construction of the Interconnection Facilities. However, Generator will not incur Delay Damages for any delay in GPC's or an Affected System's construction of the Interconnection Facilities, unless attributable to an act or omission by Generator or party acting on Generator's behalf.

2.5 Failure to Achieve Mechanical Completion by the RMCD. Subject to Part 13 (*Force Majeure*), if the Facility fails to achieve Mechanical Completion by the RMCD, Generator must pay to GPC Delay Damages for each Day of delay after the RMCD (including any partial Day) until the earlier of: (i) Mechanical Completion; (ii) the date Generator notifies GPC that Mechanical Completion will not be achieved; or (iii) 90 Days after the RMCD. If Delay Damages are owed under this Section 2.5 (*Failure to Achieve Mechanical Completion by the RMCD*), then by no later than five Business Days after the RMCD, Generator must provide Delay Damages Performance Security in the amount equal to $13 per kW ($13/kW), as calculated based on Facility Size. GPC will be entitled to draw Delay Damages from any Eligible Collateral provided by Generator. Any unused Delay Damages Performance Security will be returned to Generator by no later than the COA date.

2.6 Milestone Schedule. Generator must provide GPC with a Milestone Schedule. Generator must notify GPC of any significant change in the Milestone Schedule and the status of construction as the change occurs.

2.7 Generator Duty to Update. Generator must promptly notify GPC in writing of any issue, event, or other development that impacted, or would reasonably be expected to impact, Generator or the development, construction, or completion of the Facility such that Generator is unlikely to: (i) achieve Mechanical Completion by the RMCD; (ii) submit the Initial Synchronization Request by the Required Notice Date for Initial Synchronization; or (iii) achieve Successful Witness Testing by no later than 120 Days after the date of Initial Synchronization. Generator's notification to GPC of any issue, event, other development, or change does not alter Generator's PPA obligations.

PART 3. INTERCONNECTION

3.1 Interconnection Agreement. Generator must execute the IA at the time Generator executes this PPA. Timely and satisfactory compliance with IA terms and conditions is a condition precedent to GPC's performance of interconnection-related work.

3.2 Interconnection Costs. The IA specifies Interconnection Costs Generator must pay. GPC is not obligated to incur Interconnection Costs or otherwise commence interconnection-related work, including interconnection of the Facility to the Distribution System, until Generator has paid Interconnection Costs in accordance with the IA. Generator must pay GPC for any additional Interconnection Costs incurred by GPC resulting from any changes to the Facility documents, the Facility, or the Site, and any delay by Generator in fulfilling its obligations under this Part 3 (*Interconnection*).

3.3 GPC Completion of Construction. GPC does not guarantee that construction of Interconnection Facilities will be complete by a date certain or the provision of Initial Synchronization by a date certain. GPC is not obligated to expedite Interconnection Facilities construction or Initial Synchronization in advance of the milestone dates reflected in the PPA or IA. Generator acknowledges that any Generator delay may delay GPC's construction of Interconnection Facilities and the interconnection of the Facility, including: (i) any delay in furnishing the Final Facility Documents to GPC as required by Section 2.3 (*Final Facility Documents*); (ii) any delay in Generator's payment to GPC of Interconnection Costs under the IA; (iii) any delay in final Site stabilization; or (iv) any change to the Facility design or equipment or the Site.

PART 4. METERING

4.1 Installation and Purchase. Except to the extent stated otherwise in the Bluebook or DG Interconnection Construction Guidelines, GPC will install, at Generator's expense, GPC-owned metering equipment, as determined by GPC to be appropriate for the purchase of Solar Output, in accordance with the IA. All Energy purchased by GPC is measured through GPC's metering equipment. GPC will reasonably establish the telemetering equipment and systems that are necessary to dispatch the Facility via DERMS, and Generator, at Generator's expense, must install or cause the installation of such telemetering equipment. Generator must deliver to GPC all the telemetered data and any other data GPC requests.

4.2 Meter Adjustment. Neither Generator, nor any Generator Affiliate, or the employees, contractors, subcontractors, agents, or representatives of any of them, will make an adjustment to metering equipment without GPC's prior written consent.

PART 5. OBTAINING COMMERCIAL OPERATION AUTHORIZATION

5.1 Initial Synchronization Request. Subject to Part 13 (*Force Majeure*), Generator must submit the Initial Synchronization Request to GPC by the Required Notice Date for Initial Synchronization. However, the Initial Synchronization Request will be invalid if: (i) Generator has not met all pre-Initial Synchronization requirements in the IA, including payment of Interconnection Costs; or (ii) the Facility otherwise is not actually ready for Initial Synchronization. Generator must provide GPC at least 10 Business Days' prior written notice of its requested Initial Synchronization date.

5.2 Failure to Submit Initial Synchronization Request by the Required Notice Date for Initial Synchronization. Subject to Part 13 (*Force Majeure*), if Generator fails to submit the Initial Synchronization Request to GPC by the Required Notice Date for Initial Synchronization, Generator must pay Delay Damages to GPC 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 Generator issues the Initial Synchronization Request; (ii) the date Generator notifies GPC that Initial Synchronization will not be requested; or (iii) 60 Days after the Required Notice Date for

Initial Synchronization. If Delay Damages are owed under this Section 5.2 (*Failure to Submit Initial Synchronization Request by the Required Notice Date for Initial Synchronization*), then by no later than five Business Days after the Required Notice Date for Initial Synchronization, Generator must provide Delay Damages Performance Security in the amount equal to $8 per kW ($8/kW), as calculated based on Facility Size. GPC will be entitled to draw Delay Damages from Eligible Collateral. Any unused Delay Damages Performance Security paid by Generator and held by GPC for Delay Damages will be returned to Generator no later than the COA date.

5.3 Initial Synchronization. After GPC's receipt of a valid Initial Synchronization Request, and provided the Interconnection Facilities are ready for Initial Synchronization, the Parties will jointly select a date and time for the Facility's Initial Synchronization. During Generator's commissioning of the Facility, Generator will be granted one period of Initial Synchronization of no more than seven Days after the date of energization. If the Initial Synchronization period exceeds seven Days, GPC reserves the right to temporarily disconnect the Facility and de-energize the Interconnection Facilities. In that event, GPC reserves the right to determine when to reconnect the Facility and re-energize the Interconnection Facilities in order to proceed with Witness Testing under the IA. Timely and satisfactory compliance with PPA and IA terms and conditions is a condition precedent to Initial Synchronization (including payment of any Delay Damages owed under this PPA).

5.4 Witness Testing and Commercial Operation Authorization. Generator must cooperate with all Witness Testing in accordance with the Distribution Test Policy. After Mechanical Completion and GPC's receipt of the Initial Synchronization Request, GPC and Generator will jointly select the date and time of Witness Testing in accordance with the IA. GPC is not obligated to expedite Witness Testing and may schedule Witness Testing in the order of requests received, according to resource availability, and as GPC deems practicable. GPC will not schedule initial Witness Testing in the Month of December. If GPC determines, under the IA, that the Facility achieved Successful Witness Testing, and upon compliance with all material PPA and IA terms and conditions, GPC will grant COA to Generator within seven Business Days after the date of Successful Witness Testing. Generator must achieve Successful Witness Testing as soon as practicable after Initial Synchronization but by no later than 120 Days after the original date of Initial Synchronization. For the avoidance of doubt: (i) any re-energization of the Facility after the original date of Initial Synchronization will have no effect on Generator's obligation to achieve Successful Witness Testing by no later than 120 Days after the original date of Initial Synchronization; and (ii) as a condition to achieving Successful Witness Testing: (a) the Facility's AGC system must be: (I) fully operational; and (II) Generator must demonstrate to GPC that the Facility is capable of responding to and following GPC's AGC Setpoint signals and that the Facility's AGC system otherwise satisfies Section 6.5 (*AGC*) and Exhibit I (*AGC and Facility Minimum Data Requirements*); and (b) the Facility's PHL estimation system, as approved by GPC under Section 6.7 (*Potential High Limit; Curtailed Energy*): (I) must be fully operational; and (II) Generator must have provided to GPC a detailed analysis and verification in accordance with Section 6.7 that demonstrates the PHL estimation system is capable of satisfying the performance and accuracy requirements of Section 6.7.1 (*PHL Estimation System*). Despite the preceding sentence, Generator may request to defer testing of the AGC system and PHL estimation system. If the Facility has satisfied all requirements for Successful Witness Testing other than the requirements in Section 5.4(ii) (*Witness Testing and Commercial Operation Authorization*) relating to the Facility's AGC system and PHL estimation system, then: (a) GPC will: (I) grant provisional COA; and (II) defer testing of the Facility's AGC system and PHL estimation system for up to one year after the date GPC grants provisional COA, so long as Generator agrees to pay any additional testing fees in accordance with the Distribution Test Policy; and (b) the Facility's AGC system and PHL estimation system must successfully complete testing no later than one year after the date GPC grants provisional COA. If the Facility's AGC system or PHL estimation system fails to successfully complete testing by that deadline, then: (I) provisional COA will automatically terminate unless GPC, in its sole discretion, agrees in writing to extend provisional COA; and (II) GPC may terminate the PPA for an Event of Default for failure to achieve final COA.

5.5 Effect of GPC Action. No GPC: (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 GPC responsible for the Facility; (d) relieves Generator of its exclusive responsibility for Facility design, construction, operation, and maintenance; or (e) relieves Generator of exclusive liability for injury, death, or damage arising from the Facility or from Generator or operator action or inaction.

PART 6. FACILITY OPERATIONS

6.1 Facility Operation and Maintenance. Generator, at its expense, must supply, manage, control, operate, and maintain the Facility in compliance with this PPA, the IA, Prudent Industry Practices, and all applicable law. Generator must also maintain accurate operation and maintenance records, which GPC may review upon reasonable request. Although GPC may review the records and the Facility, GPC has no responsibility, actual or implied, for Facility operation or maintenance under this PPA or otherwise.

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

6.3 Annual Delivered Energy.

6.3.1. Maximum Energy Contract Amount. If the Annual Delivered Energy for an Annual Period exceeds the Maximum Energy Contract Amount for the Annual Period, GPC has the right to terminate this PPA under Section 10.1.5 (*Annual Delivered Energy*) unless, within 90 Days after the end of the Annual Period, Generator establishes, in GPC's reasonable judgment, that the exceedance was not due to: (i) a modification of the Facility not authorized by GPC; or (ii) Generator's failure to properly manage the generation output of the Facility during the Annual Period in accordance with Prudent Industry Practices. GPC 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 IA as a result of the Annual Delivered Energy exceeding the Maximum Energy Contract Amount for any Annual Period, Generator is responsible for the cost of the Witness Testing.

6.3.2. Minimum Annual Delivery Percentage. For each Annual Period, the Annual Delivery Percentage must be at least 85%. If the Annual Delivery Percentage for any Annual Period is less than 85%, Generator must provide, within 10 Business Days of GPC's request, a detailed remediation plan: (i) identifying the cause(s) of the shortfall; and (ii) explaining the corrective actions Generator will take to achieve an Annual Delivery Percentage of at least 85%. Generator must also include in the remediation plan any additional information GPC requests. If for two consecutive Annual Periods the Annual Delivery Percentage is less than 85%, GPC has the right to terminate this PPA under Section 10.1.4 (*Annual Delivery Percentage*). For the avoidance of doubt, all corrective actions required to remedy the Annual Delivery Percentage will be taken at Generator's expense, including any Witness Testing required under the IA.

6.4 Decommissioning and Other Costs. Generator will be responsible for all costs associated with decommissioning or demolition of the Facility and any environmental or other liability associated with decommissioning or demolition of the Facility, regardless of the timing or cause of the Facility's decommissioning or demolition. For the avoidance of doubt, GPC will not have any responsibility for any costs or liability associated with the decommissioning or demolition of the Facility, regardless of the timing or cause of the decommissioning or demolition, and Generator must defend, indemnify, and hold GPC harmless for any costs or liability associated with the decommissioning or demolition of the Facility.

6.5 AGC.

6.5.1. Operation on AGC. Generator is responsible for operating the Facility and producing and delivering Energy in compliance with GPC's AGC Setpoint signals as further described in Section 6.5.2 (*AGC Setpoint Signals*). During periods when GPC does not desire to curtail Energy output from the Facility through DERMS the Facility will operate at full output. Upon Curtailment, the Facility must reduce Energy output to the AGC Setpoint.

6.5.2. AGC Setpoint Signals. At Generator's sole expense, Generator must install, operate, and maintain AGC equipment and systems at the Facility as necessary to enable the Facility to respond to and follow GPC's AGC Setpoint signals in compliance with this PPA, but subject to any IA limitation. The Facility must be capable of communicating with DERMS at all times while available. The AGC system must include all necessary connections to GPC's DERMS equipment (to GPC's satisfaction) to enable GPC's AGC Setpoint signals to dispatch the Facility and to measure, control, or optimize energy output from the Facility at all times. The Facility's AGC system must be configured to interface with GPC's DERMS RTU(s) to send and receive data for DERMS that satisfies the minimum data requirements in Exhibit I (*AGC and Facility Minimum Data Requirements*) and must conform to Prudent Industry Practices.

6.5.3. Performance Information. Upon Generator's written request, GPC will provide Generator with information regarding Generator's AGC metric performance for the requested performance period.

6.6 AGC Performance Requirements. Exhibit H (*AGC Performance Metrics and Requirements*) establishes the AGC Performance Requirements. Generator must comply with the AGC Status Performance Requirement and the AGC Setpoint Response Performance Requirement for each Month of each Annual Period. If, at any time during the Term, the Facility's performance deviates from the AGC Status Performance Requirement or the AGC Setpoint Response Performance Requirement, Generator must promptly: (i) communicate to GPC the cause of the deviation; and (ii) take action to correct any deficiency and regain compliance with the AGC Performance Requirements, if applicable. If Generator fails to achieve the AGC Status Performance Requirement or the AGC Setpoint Response Performance Requirement for any three consecutive Months or for six non-consecutive Months in any 12-Month period (each, a "**Triggering Failure**"), Generator must perform an analysis of the reasons for the failure within five Business Days after notice of a Triggering Failure from GPC. Within 15 Business Days after receipt of a Triggering Failure notice, Generator must provide GPC with its analysis and a reasonable plan that explains the steps Generator will take to remedy the reason(s) for the failure and to regain compliance with the AGC Status Performance Requirement and the AGC Setpoint Response Performance Requirement ("AGC Plan"). If GPC has comments or recommendations to Generator's AGC Plan, Generator must address GPC's comments, incorporate GPC's commercially reasonable recommendations, and resubmit the AGC Plan to GPC within 15 Business Days after receiving GPC's comments. After GPC approves the AGC Plan, which approval will not be unreasonably withheld, Generator must diligently implement the AGC Plan. If Generator: (a) does not timely perform an analysis of a failure; (b) does not timely present the AGC Plan to GPC or respond to any comments or recommendations of GPC to Generator's AGC Plan; or (c) fails to diligently implement the AGC Plan approved by GPC, GPC may declare an Event of Default by Generator under Section 10.1.18 (*Failure to Meet AGC Performance Requirement*).

6.6.1. AGC Plan Dispute. If the Parties are not able to reach agreement on the proposed AGC Plan, the dispute must be resolved in accordance with Section 10.4 (*Dispute Resolution*).

6.7 Potential High Limit; Curtailed Energy. Generator must telemeter an accurate Potential High Limit (real time capability) at all times during the operation of the Facility. The Facility must include an operational automatic system for accurately estimating the Potential High Limit that will telemeter estimates of the energy output of the Facility in the absence of Curtailment. The system must provide PHL estimates every six seconds at all times during which the Facility is generating energy, regardless of whether any AGC Setpoint signal from GPC is being received or responded to by the Facility. The system must produce PHL estimates within an accuracy of at least +/- 10% during at least 95% of all six-second intervals and must otherwise comply with Prudent Industry Practices (e.g., when based on the PHL estimation system, methodologies published by National Laboratory of the Rockies (formerly National Renewable Energy Laboratory), such as *Highly Accurate Method for Real-Time Active Power Reserve Estimation for Utility-Scale Photovoltaic Power Plants*). The error associated with the PHL will be determined in accordance with the following formula:

$$\boldsymbol{PHL\ Error}\ (\%) = \left[\frac{(\boldsymbol{Estimated\ Power} - \boldsymbol{Actual\ Power})}{\boldsymbol{Facility\ Nameplate\ Capacity}}\right] * \mathbf{100}$$

6.7.1. PHL Estimation System. By no later than 120 Days before RMCD, Generator must submit the detailed design and expected performance of the PHL estimation system to GPC for review and approval, which approval will not be unreasonably withheld. GPC will provide any written comments regarding the proposed PHL estimation system design to Generator within 15 Days after receipt of the required submittal from Generator. Within 15 Days after receipt of GPC's comments, Generator must: (i) make corrections or modifications to the proposed PHL estimation system design as necessary to properly address GPC's comments, including correcting deficiencies, remedying issues, and satisfying requirements raised in GPC's comments; and (ii) resubmit the revised proposed PHL estimation system design to GPC for review and approval, which approval will not be unreasonably withheld. This process will be repeated on an iterative basis until Generator has developed a PHL estimation system design that is approved by GPC.

6.7.2. Testing of PHL Estimation System. By no later than 14 Days before RMCD, Generator must provide to GPC a detailed analysis and verification report regarding the completed testing of the performance and accuracy of the PHL estimation system that demonstrates the installed PHL estimation system is capable of satisfying the performance and accuracy requirements of Section 6.7 (*Potential High Limit; Curtailed Energy*).

6.7.3. Access to Data Used for PHL Estimates. Generator must provide GPC with real-time access to all modeling data, meteorological data, inverter data, and all other data used in producing the PHL estimates provided to GPC. GPC has the right to retain, review, and reproduce all modeling and analysis used by Generator to estimate PHL, with the support from Generator as GPC may reasonably request.

6.7.4. PHL Estimates for Curtailment. For each Month during which any Curtailment occurred, designated representatives from each Party will use PHL estimates to calculate the amount of Curtailed Energy for the Month. Compensable Curtailed Energy will be included in the calculations of the Monthly Energy Payment. If the Parties fail to agree on the amount of Curtailed Energy, the Parties agree to submit the dispute for resolution in accordance with Section 10.4 (*Dispute Resolution*).

6.7.5. Validating PHL Estimates. Designated representatives from each Party will develop and document agreed upon (such agreement by a Party not to be unreasonably withheld) methods for validating the estimated PHL and improving the accuracy of the estimated PHL, which methods may include test curtailments, inverter performance analysis, or other equipment as appropriate for the Facility. A primary source of validation data to monitor the PHL estimation system's accuracy and error will be the recorded PHL estimates compared to the Facility's actual Energy output in all six-second periods outside of a Curtailment. The designated representatives from each Party will review and monitor PHL estimate errors to identify any bias in the PHL estimates. If any bias is identified in the PHL estimates, the calculation of the amount of Curtailed Energy will be adjusted by the designated representatives from each Party to correct for the bias. If the Parties fail to agree on any adjustment to the calculation of Curtailed Energy to correct for PHL estimate bias, the Parties agree to submit the dispute for resolution in accordance with Section 10.4 (*Dispute Resolution*).

PART 7. SALE AND PURCHASE OF SOLAR OUTPUT; PERFORMANCE SECURITY; PAYMENTS

7.1 Sale and Purchase of Solar Output. Commencing on COA, subject to the terms and conditions of this PPA, Generator agrees to sell and deliver, and GPC agrees to purchase and receive, 100% of the Solar Output generated by and delivered from the Facility, including 100% of the Energy, subject to GPC's right to curtail the Facility as set forth in this PPA and the IA. The Contract Energy Price to be paid by GPC to Generator is set forth in Exhibit A (*Project Information*), Section 3 (*Term; Contract Energy Price; Annual Energy Contract Amount*), Table A (*Contract Energy Price*). Exhibit A, Section 3, Table B (*Annual Energy Contract Amount*) sets forth the Annual Energy Contract Amount. Generator is not entitled to any compensation for Solar Output before Generator obtains COA, including for Energy produced during Facility testing and start-up. During the Term, Energy, Environmental Attributes, and Electrical Products must not be offered or committed for sale to any other Person.

7.1.1. Payment Terms Confidential. Generator acknowledges and agrees that all PPA price and payment information is Confidential Information, subject to Section 15.2 (*Confidentiality*).

7.1.2. Undelivered Energy. GPC will not owe Generator any payment or other compensation for Force Majeure Energy or any Curtailed Energy not resulting from a Compensable Curtailment, including any GPC Interconnection Curtailment or Generator Curtailed Energy. Curtailed Energy is addressed in Section 8.1 (*Curtailed Energy*).

7.2 Environmental Attributes Included in Solar Output.

7.2.1. Exclusive Rights to Environmental Attributes. Generator agrees that the sale of Solar Output includes all Environmental Attributes, however denominated. Generator 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 GPC, which GPC will make use of for the benefit of its customers. GPC will have exclusive rights to all Environmental Attributes, which include, without limitation, the exclusive right to: (i) claim that Energy was generated from a renewable fuel source; (ii) report that it owns the Environmental Attributes to any Governmental Authority or other Person for compliance with any applicable law 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. Generator and its Affiliates must not issue any marketing materials or other statements regarding their respective operations and business activities that would: (a) impact the economic value to GPC of the Environmental Attributes to be transferred under this PPA; (b) otherwise reduce GPC's claims to the Environmental Attributes; or (c) result in a claim on the Environmental Attributes. Despite the preceding sentences in this Section 7.2.1 (*Exclusive Rights to Environmental Attributes*), Generator acknowledges that the requirements of Section 15.2.5 (*Public Statements or Press Releases*) regarding public statements, press releases, and other publications further limit Generator's and its Affiliates' right to issue marketing materials and make statements concerning the Environmental Attributes.

7.2.2. Transfer of Environmental Attributes. All Environmental Attributes will be transferred to GPC at the POI. Generator must maintain and provide to GPC information as may be necessary to substantiate,

account for, and track the quantity of Environmental Attributes, including RECs, associated with Energy. Generator must provide GPC or its designee with attestations regarding the accuracy of the information at GPC's reasonable request and in the form requested by GPC. Generator must complete and return the attestation by no later than 10 Business Days after the date of GPC's request. GPC will have the right to disclose Environmental Attributes information publicly or to any Person, without the prior consent of Generator, as reasonably required in connection with the operation of GPC's business, including disclosures: (i) to any entity or person that purchases the Environmental Attributes from GPC; (ii) to any Governmental Authority; (iii) to any auditors or any Person that certifies or sets standards with respect to Environmental Attributes; or (iv) as necessary for GPC to defend, verify, or substantiate its ownership of the Environmental Attributes under this PPA.

7.2.3. Cooperation with GPC Regarding Ownership of Environmental Attributes. Upon GPC's request, Generator agrees to cooperate with GPC to obtain compliance with any required documentation or reporting obligation under any federal or state renewable energy plan to certify the Facility or the Environmental Attributes. At the written request of GPC, Generator 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 GPC under this PPA are in compliance with the standards set by the certification authority.

7.2.4. No Ownership Responsibility. GPC's right to the Environmental Attributes under this PPA will in no way cause GPC to be deemed an owner or operator of the Facility or cause GPC to be responsible for the Facility's compliance with any applicable law.

7.2.5. No Sale or Transfer of Environmental Attributes to Third Parties Other than GPC. Generator must not sell or otherwise transfer any of the Environmental Attributes, including RECs, to any Person other than GPC.

7.2.6. No Use of Environmental Attributes to Satisfy Any Applicable Law. Generator must not use 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 standard, including any renewable portfolio standard, or any other similar standard or requirement.

7.3 Performance Security. If Generator is not Creditworthy, Generator must maintain Performance Security and comply with the provisions of Exhibit B (*Performance Security*). If a Creditworthy Generator loses its Creditworthy status during the Term, Generator must deliver Performance Security to GPC in the amount required by Exhibit B no later than five Business Days after the date the Generator loses its Creditworthiness. If Generator is not Creditworthy but subsequently seeks to assign the PPA to a Creditworthy Person, then: (i) the Person will not be required to provide Performance Security; and (ii) GPC will return Generator's Performance Security within five Business Days after the effective date of the assignment.

7.4 Payments; Dispute; GPC Account.

7.4.1. Monthly Energy Payment. After Generator obtains COA, GPC will pay Generator the Monthly Energy Payment 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). GPC will pay Generator the Monthly Energy Payment by no later than 30 Days after the last Day of the applicable billing period. Monthly Energy Payments are the full compensation owed to Generator for the Solar Output, including all compensation owed to Generator for all Electrical Products and all Environmental Attributes.

7.4.2. Dispute. Generator and GPC will have 12 Months from the date the disputed Monthly statement is issued to Generator 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 the time period, the correctness of all the charges and credits will be conclusively presumed.

7.4.3. GPC Account. Generator must establish a GPC account for the Facility and provide a W-9 for purposes of identification, billing, and payment purposes within 60 Days after the Execution Date. In accordance with the Rules and Regulations, a fee may be imposed in establishing a new GPC account. Upon establishment of the GPC account, Generator will be enrolled in GPC's paperless billing process.

PART 8. CURTAILMENTS

8.1 Curtailed Energy.

8.1.1. GPC Excused from Receipt. GPC will be excused from receiving Energy because of a Curtailment, but Curtailed Energy will be included in Deemed Delivered Energy for the applicable Annual Period in which the Curtailment occurred. Compensable Curtailed Energy will be included in the calculations of the Monthly Energy Payment.

8.1.2. Determination of Compensable Curtailed Energy. The methodology for the calculation of Compensable Curtailed Energy will be: (i) determined by mutual agreement between the Parties; (ii) consistent with Prudent Industry Practices (e.g., when based on the PHL estimation system, methodologies published by National Laboratory of the Rockies (formerly National Renewable Energy Laboratory), such as *Highly Accurate Method for Real-Time Active Power Reserve Estimation for Utility-Scale Photovoltaic Power Plants*); and (iii) consistent with the methodology for calculating Deemed Delivered Energy.

8.2 Generator Curtailed Energy. Generator Curtailed Energy is not included in Deemed Delivered Energy and is not included in the calculations of the Monthly Energy Payment. Generator is not entitled to any payment or other compensation for any Generator Curtailed Energy.

The table below summarizes Sections 8.1 (*Curtailed Energy*) and 8.2 (*Generator Curtailed Energy*) and identifies the different types of Curtailment and if Curtailed Energy is considered Deemed Delivered Energy for purposes of this PPA.

Table 8.2. Curtailments included in Deemed Delivered Energy	
Type of Curtailment	**Deemed Delivered Energy**
Compensable Curtailment	Yes
GPC Interconnection Curtailment	Yes

8.3 Coordination and Dispatch.

8.3.1. Records and Energy Dispatch. GPC and Generator will maintain electronic records of the quantities of Energy delivered or received each six-second period and Hour during the Term for a minimum of six years after creation of the record or data and for any additional period required by applicable law or a Governmental Authority.

8.3.2. System Emergency. If a System Emergency is declared and AGC dispatch is not available, GPC may require Generator's personnel to operate the Facility manually, including potential start-up or shutdown situations, to maintain safe and reliable load levels and voltages on the Electric System. To the extent Generator is required, under this Section 8.3.2 (*System Emergency*), to take any action, or GPC takes any action that will adversely affect Generator's ability to meet the Performance Metrics, including dispatch modified in accordance with Section 8.3.2(i) (*Cooperation During System Emergency*), Generator may be excused from meeting GPC's AGC Setpoint signals for purposes of the Performance Metrics calculations.

(i) Cooperation During System Emergency. Generator must coordinate with GPC in establishing System Emergency plans, including recovery from a local or widespread electrical blackout, voltage reduction to effect load curtailment, or other plans that may be necessary or appropriate under the circumstances.

PART 9. REPRESENTATIONS, WARRANTIES, AND COVENANTS

9.1 Generator Representations, Warranties, and Covenants. Generator makes the following representations, warranties, and covenants:

9.1.1. Facility Ownership; Legal Power and Authority. Generator is the sole owner of the Facility and has the legal power and authority to: (i) own its own properties; (ii) carry on its own business as now being conducted; (iii) enter into this PPA and carry out the transactions contemplated by this PPA; and (iv) perform and carry out all covenants and obligations on its part to be performed under this PPA.

9.1.2. Organization. Generator 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, Generator is also organized and in good standing under the laws of the jurisdiction of Generator's organization.

9.1.3. Understanding of Rights and Obligations; Authorized Representative. Generator understands its rights and obligations under this PPA, and this PPA is signed on Generator's behalf by an authorized representative.

9.1.4. Authorizations and Consent. Generator 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.

9.1.5. No Conflict or Breach. Generator 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 Generator is a party.

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

9.1.7. Representations, Warranties, and Covenants Throughout the Term. Generator represents, warrants, and covenants throughout the Term that:

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

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

(iii) The Energy and Environmental Attributes have not been used by Generator or any Person (other than GPC or any Person to whom GPC sells or transfers the Energy or Environmental Attributes) 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.

(iv) 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.

9.1.8. Familiarity with RFP and Underlying Orders. Generator represents that it is familiar with the 2026 DG RFP as approved by the Commission in Docket Nos. 56002 and 56478 and the underlying orders related to the 2026 DG RFP, and Generator affirms that it does and will comply at all times with the terms and conditions of the 2026 DG RFP and related Commission orders.

9.1.9. VIE Certification.

(i) As of the Execution Date, Generator has determined that Generator does not constitute a VIE for which GPC is the Primary Beneficiary and therefore that GPC is not required to consolidate Generator or any of its Affiliates in GPC's financial statements under ASC Topic 810 (*Consolidation*) and related applicable accounting standards ("**GPC Consolidation**") as in effect on the Execution Date ("**Effective Date Accounting Standards**").

(ii) Generator must not take any action that would reasonably cause, and must take any commercially reasonable action necessary to avoid, GPC Consolidation.

(iii) Generator must promptly notify GPC in writing of any determination made by Generator or Generator's independent auditor that: (a) Generator's VIE status has changed; or (b) Generator constitutes a VIE for which GPC is the Primary Beneficiary as a result of this PPA, considered individually or together with any other power purchase agreement between Generator and GPC.

(iv) If during the Term: (a) existing accounting standards are modified or new standards are adopted and implemented by FASB that supersede the Effective Date Accounting Standards ("**Change in Accounting Standards**"); and (b) GPC or its independent auditor determines in good faith that GPC Consolidation is required, Generator and GPC must, as soon as practicable, cooperate in good faith to implement contractual or operational modifications to avoid such determination. If, despite the Parties' best efforts, the Parties are unable to avoid the GPC

Consolidation Determination before the fifth Business Day before the end of the first reporting period during which such GPC Consolidation is required, GPC may terminate this PPA upon written notice to Generator under this Section 9.1.9 (*VIE Certification*) and the Parties will have no further liability or obligation except for any liability or obligation arising before the termination.

9.1.10. Site Control. Generator represents that it has Site Control as of the Execution Date and must maintain Site Control throughout the Term. Generator 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.

9.1.11. Adequacy of Site and Required Zoning. Generator represents that the Site is adequate for the Facility and is lawfully zoned for the Facility.

9.1.12. Project Information. Generator represents that the information in Section 1 (*Generator Information*) and Section 2 (*Facility Description*) of Exhibit A (*Project Information*) is true and correct.

9.1.13. Environmental Compliance Certification. On each anniversary of the Commercial Operation Authorization date through the end of the Term, Generator will provide to GPC an Environmental Compliance Certificate in the form of Exhibit G (*Environmental Compliance Certification*) signed by a duly authorized officer of Generator.

PART 10. DEFAULT; REMEDIES

10.1 Events of Default. Any one or more of the following events will constitute an Event of Default by Generator and will give GPC the right to exercise the remedies specified in Section 10.2 (*Termination for Default; Termination Damages; No-Fault Termination*) unless excused in writing by GPC in GPC's sole discretion:

10.1.1. Failure to Achieve Mechanical Completion. Subject to Part 13 (*Force Majeure*), Generator fails to achieve Mechanical Completion of the Facility by the RMCD, but, if Generator is paying Delay Damages under Section 2.5 (*Failure to Achieve Mechanical Completion by the RMCD*), the failure will not become an Event of Default until the earlier of: (i) the date that Generator notifies GPC that Mechanical Completion will not be achieved; or (ii) 90 Days after the RMCD.

10.1.2. Failure to Submit the Initial Synchronization Request. Subject to Part 13 (*Force Majeure*), Generator fails to submit the Initial Synchronization Request to GPC by the Required Notice Date for Initial Synchronization, except that, if Generator is paying Delay Damages under Section 5.2 (*Failure to Submit the Initial Synchronization Request by the Required Notice Date for Initial Synchronization*), the failure will not be an Event of Default until the earlier of: (i) the date that Generator notifies GPC that Initial Synchronization will not be requested; or (ii) 60 Days after the Required Notice Date for Initial Synchronization.

10.1.3. Failure to Achieve Successful Witness Testing. Subject to Part 13 (*Force Majeure*), Generator fails to: (i) achieve Successful Witness Testing by the date that is 120 Days after the date of Initial Synchronization; or (ii) successfully complete testing of the Facility's AGC system or PHL estimation system before the end of provisional COA as outlined in Section 5.4 (*Witness Testing and Commercial Operation Authorization*).

10.1.4. Annual Delivery Percentage. Subject to Section 6.3.2 (*Minimum Annual Delivery Percentage*), the Annual Delivery Percentage is less than 85% for two consecutive Annual Periods.

10.1.5. Annual Delivered Energy. Subject to Section 6.3.1 (*Maximum Energy Contract Amount*), the Annual Delivered Energy for an Annual Period exceeds the Maximum Energy Contract Amount for the Annual Period.

10.1.6. Interconnection Limit. The Facility output exceeded the Interconnection Limit.

10.1.7. Termination of IA after Generator Breach. The IA is terminated as a result of a Generator breach of the IA.

10.1.8. Unauthorized Sale of Energy. Generator makes any sale, transfer, or disposition of any Solar Output from the Facility to a third party.

10.1.9. Adjusting Meter without GPC's Consent. Generator or any of its Affiliates, or any of their employees, contractors, subcontractors, agents or representatives, willfully adjusts the meter or

Interconnection Facilities without GPC's prior written consent and the adjustment has the effect of falsely increasing the amounts owed by GPC under this PPA.

10.1.10. Failure to Comply with PPA Assignment Requirements. Generator fails to comply with Section 14.2 (*PPA Assignment*) concerning an attempted assignment of this PPA.

10.1.11. Failure to Pay Amounts Due to GPC. Generator fails to pay GPC any undisputed amount payable by Generator to GPC under this PPA by the due date and Generator fails to cure the failure to pay within 10 Business Days after receipt of written demand from GPC.

10.1.12. Failure to Furnish Delay Damages Performance Security. Generator fails to furnish Eligible Collateral in accordance with Section 2.5 (*Failure to Achieve Mechanical Completion by the RMCD*) or Section 5.2 (*Failure to Submit the Initial Synchronization Request by the Required Notice Date for Initial Synchronization*).

10.1.13. Failure to Comply with Performance Security Requirements. Generator fails to comply with or cause compliance with the Performance Security requirements of Exhibit B (*Performance Security*), unless cured by the end of the next Business Day after receipt of a written notice from GPC of Generator's failure to comply with Exhibit B.

10.1.14. Involuntary Bankruptcy, Insolvency, or Reorganization. A court having jurisdiction enters: (i) a decree or order for relief regarding Generator in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization, or other similar law; or (ii) a decree or order, which was sought by any Person other than Generator, adjudicating Generator bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment, or composition of or regarding Generator under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of Generator or of any substantial part of its affairs and the proceeding is not stayed or dismissed within 60 Days.

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

10.1.16. Incorrect Representation, Warranty, or Covenant. Any representation, warranty, or covenant made by Generator in Section 9.1 (*Generator Representations, Warranties, and Covenants*) proves to be incorrect in any material respect when made, unless Generator promptly commences and diligently pursues action to cause the representation, warranty, or covenant to become true in all material respects and does so within 30 Days after GPC provides Generator written notice of the incorrect representation, warranty, or covenant (unless the cure is not capable of being effected within 30 Days, in which case Generator will have an additional 30 Days in which to perform the cure) and the cure removes any material adverse effect on GPC of the incorrect representation, warranty, or covenant. However, no Event of Default by Generator under will occur under this Section 10.1.16 (*Incorrect Representation, Warranty, or Covenant*) regarding: (i) any certification provided under Section 9.1.9 (*VIE Certification*) if Generator cooperates with GPC during the cure period and Generator takes commercially reasonable actions (without causing a material adverse effect on GPC) necessary to bring about a determination by GPC and its independent auditor that Generator does not constitute a VIE for which GPC is the Primary Beneficiary under this PPA; or (ii) Section 9.1.13 (*Environmental Compliance Certification*), if GPC determined the incorrect representation, warranty, or covenant is not material, Generator cooperates with GPC during the cure period, and Generator takes commercially reasonable actions (without causing a material adverse effect on GPC) necessary to correct the immaterial representation or warranty to GPC's satisfaction. Despite the previous subpart (i), if GPC becomes a Primary Beneficiary by no fault of Generator and a cure cannot be carried out within the cure period, GPC may terminate this PPA.

10.1.17. Failure to Comply with Environmental Attributes Obligations. Generator fails to comply with any of the requirements of Section 7.2 (*Environmental Attributes Included in Solar Output*) or provide GPC with Electrical Products in accordance with this PPA, and Generator fails, within 30 Days after GPC's written demand to either: (i) cure the failure and submit to GPC a remedial plan, subject to GPC's approval, setting forth measures to prevent a recurrence; or (ii) diligently implement an approved cure plan.

10.1.18. Failure to Meet AGC Performance Requirement. The Facility fails to achieve the AGC Status Performance Requirement or AGC Setpoint Response Performance Requirement such that a Triggering Failure occurs, and Generator fails to comply with the applicable cure requirements in Section 6.6 (*AGC Performance Requirements*).

10.1.19. Failure to Pay Winner's Fee. Generator's failure to timely pay the winner's fee in accordance with Section 1.2.2 (*Payment of Winner's Fee*).

10.1.20. Failure to Comply with Other Material PPA Terms. Generator fails to comply with any other material term or condition of this PPA, other than those listed in Section 10.1.1 (*Failure to Achieve Mechanical Completion*) through Section 10.1.19 (*Failure to Pay Winner's Fee*), which failure continues for 30 Days after written notice from GPC.

10.2 Termination for Default; Termination Damages; No-Fault Termination.

10.2.1. Termination for Default. Upon the occurrence and during the continuation of an Event of Default by Generator, GPC will be entitled to terminate this PPA and set a termination date by giving written notice to Generator.

10.2.2. Termination Damages. If GPC terminates this PPA under Section 10.2.1 (*Termination for Default*), GPC will be entitled to recover from Generator all amounts then owed by Generator to GPC under this PPA (including any unpaid Delay Damages, if applicable) and Termination Liquidated Damages in the amount corresponding to the termination period set forth in the Termination Liquidated Damages Table in Exhibit A (*Project Information*), Section 6 (*Termination Liquidated Damages Table*). For the avoidance of doubt, if GPC terminates this PPA in accordance with Section 10.2.1 for an Event of Default by Generator under Section 10.1.1 (*Failure to Achieve Mechanical Completion*) or Section 10.1.2 (*Failure to Submit Initial Synchronization Request*), then Generator will owe GPC Termination Liquidated Damages under this Section 10.2.2 (*Termination Damages*) in addition to Delay Damages that accrue under Section 2.5 (*Failure to Achieve Mechanical Completion by the RMCD*) and Section 5.2 (*Failure to Submit the Initial Synchronization Request by the Required Notice Date for Initial Synchronization*), as applicable, before termination. Termination Liquidated Damages represent GPC's remedy only for early PPA termination and have no effect on the damages GPC is entitled to recover under the IA.

10.2.3. Obligations After Mutual Agreement to Terminate IA. If the Parties mutually agree to terminate the IA, this PPA will terminate. Upon PPA termination under this Section 10.2.3 (*Obligations After Mutual Agreement to Terminate IA*), the Parties will have no further liability or obligation to each other under this PPA except as provided in Section 15.13 (*Survival of Rights*).

10.3 Limitation of Remedies, Liability, and Damages. Each Party confirms that the express remedies and measures of damages provided in this PPA satisfy the essential purpose of this PPA regarding breach of any PPA provision for which an express remedy or measure of damage is provided, and in that event the express remedy or measure of damages will be the sole and exclusive remedy of a Party for breach(es) of the PPA. Despite any other provision in this PPA, neither Party will be liable for consequential, incidental, punitive, exemplary, or indirect damages, lost profits, or other business interruption damages, whether direct, indirect, or foreseeable, by statute, in tort, or contract, under any indemnity provision, or otherwise, except that the preceding limitation will not apply: (i) in the case of amounts owed to third parties for which indemnification is provided under this PPA; (ii) to limit the liability of Generator for liquidated damages specified in this PPA; or (iii) to limit the liability of a Person whose actions giving rise to the liability constitute gross negligence or willful misconduct. Each Party acknowledges that the lost value of any investment tax credit or any other similar tax credit (whether or not mentioned in this PPA) or benefit will be considered consequential damages. To the extent the damages under this PPA are liquidated, each Party acknowledges that the actual damages are difficult or impossible to determine, otherwise obtaining an adequate remedy is inconvenient, and the liquidated damages do not constitute a penalty and are a reasonable approximation of the harm or loss.

10.4 Dispute Resolution. Either Party ("**Disputing Party**") may give notice to the other Party ("**Responding Party**") that Responding Party is not performing in accordance with the terms and conditions of this PPA ("**Notice**

of Dispute"). In the Notice of Dispute, the Disputing Party must describe with specificity the basis for its belief and may propose a resolution. Within 15 Business Days after receiving the Notice of Dispute, Responding Party must provide a written response, which must describe with specificity the basis for Responding Party's position and which may include additional issues (if any) regarding the subject dispute and which also may propose a resolution ("**Dispute Response**"). Within five Business Days after Responding Party's submission of the Dispute Response, each Party must submit to its designated senior representative the dispute for resolution. If the designated senior representatives are unable to resolve the dispute to the Parties' mutual satisfaction within 20 Business Days after submission to the designated senior representatives, or another period as the Parties may agree upon, either Party may pursue any rights or remedies available under applicable law or in equity, subject to the terms and conditions of this PPA.

PART 11. INDEMNIFICATION

11.1 Scope of Indemnity. **Generator must indemnify, hold harmless, and defend each 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 Generator or its Affiliates or representatives in connection with the performance of, or failure to perform, Generator's obligations or representations, warranties, or covenants under this PPA; (iii) a representation or warranty of Generator (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 Generator's side of the POI; or (v) any negligence or willful misconduct of Generator or of its Affiliates or representatives, except to extent the loss, damage, or injury is the result of the negligence or willful misconduct of an Indemnified Party.**

11.2 Notice of Proceedings. An Indemnified Party seeking indemnification under this PPA must promptly notify Generator of any claim or proceeding regarding which it seeks to be indemnified. The notice must be given as soon as reasonably practicable after the Indemnified Party becomes aware of the claim or proceeding. Failure to give the notice will not excuse an indemnification obligation except to the extent failure to provide notice prejudices Generator. Generator will assume the defense of the claim with counsel designated by Generator, but if the defendants in the action include both the Indemnified Party and Generator, 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 Generator, the Indemnified Party has the right to select and be represented by separate counsel, at the expense of Generator. If Generator 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 Generator, contest, settle, or pay the claim, except that settlement or full payment of the claim may be made only with Generator's consent or, absent Generator's consent, written opinion of the Indemnified Party's counsel that the claim is meritorious or warrants settlement.

PART 12. RISK AND CLAIMS

12.1 Insurance Required of Generator. Throughout the Term, Generator must acquire and maintain, at its sole cost and expense, the types and amounts of insurance coverage as are consistent with Prudent Industry Practices, but in no event less than the types and amounts described in this Part 12 (*Risk and Claims*). The required coverages may be met through any combination of primary insurance and following form excess or umbrella insurance, so long as the combined limits meet PPA requirements:

12.1.1. Commercial General Liability. Commercial General Liability insurance in an "occurrence" form with bodily injury and property damage combined liability limits of not less than ten million dollars ($10,000,000) per occurrence, including broad form contractual liability and a separation of insureds provision, but: (i) Generator may use any combination of primary or excess policies to satisfy the overall limit requirements; and (ii) if Generator uses a "claims-made" policy, it must maintain continuous coverage in effect for at least five years beyond termination of this PPA, through continuous renewal of the original policy or by purchasing extended discovery period or retroactive insurance dated back to the Execution Date.

12.1.2. Workers' Compensation. Workers' compensation insurance in accordance with statutory requirements, including employer's liability insurance, with limits not less than five hundred thousand dollars ($500,000) per occurrence and endorsement providing insurance for obligations under the U.S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act, where applicable.

12.1.3. Business Auto Liability. Automobile liability insurance including owned, non-owned, and hired automobiles with combined bodily injury and property damage limits of at least one million dollars ($1,000,000).

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

12.1.5. All Risk Property. Replacement cost of the Facility. A deductible may be carried, which will be the absolute responsibility of Generator.

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

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

12.4 Proof of Insurance. Before the Execution Date and annually after the Execution Date, Generator must provide to GPC a certificate of insurance certifying Generator's coverage under insurance policy(ies) issued by insurance company(ies) holding a Best rating of at least A- VII and authorized to do business in the state where the Facility is located. Receipt or acceptance by GPC, with or without objection, of a certificate of insurance that does not comply with this Part 12 (*Risk and Claims*) does not operate as a waiver by GPC of Generator's obligations under the requirements of this Part 12.

12.5 Payment of Premiums. Generator must pay all premiums and other charges due on each insurance policy and must keep all coverage in force throughout the Term. If Generator fails to pay any premium, GPC may (but will not have any obligation), in GPC's sole discretion, elect to pay premiums on Generator's behalf and withhold any amount paid from any amount due to Generator under this PPA.

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

PART 13. FORCE MAJEURE

13.1 Notice of FME. A Party claiming impact by an FME must provide written notice to the other Party as early as commercially practicable, but in no event later than 10 Business Days after the Party knew or should have known of the occurrence of the FME. In the written notice, the affected Party must describe the nature and, if known, cause of the FME, the estimated duration of the FME, the anticipated effect of the FME on the ability of the Party to perform its obligations or satisfy any condition under this PPA (including, if occurring after COA and

Generator is the affected Party, information reasonably required to determine the amount of Force Majeure Energy), and any actions that have or will be taken to avoid or minimize the effect of the FME. The affected Party must deliver to the other Party regular updated reports and any additional documentation and analysis supporting its claim regarding an ongoing FME. When the affected Party can resume performance of its obligations under this PPA, the affected Party must promptly provide written notice to the other Party and promptly resume the performance. If determined by GPC to be necessary, Generator must also provide a written certification from a Professional Engineer reasonably acceptable to GPC that the FME was cured. Despite the preceding sentences, if the affected Party fails to provide initial written notice within the 10 Business Days or, after the affected Party's initial notice, the affected Party fails to provide reasonable reports and substantiation of the claimed FME as required by this Part 13 (*Force Majeure*), the event or condition will be deemed not to be an FME and the affected Party's performance will not be excused as a result of an FME.

13.2 Duty to Mitigate. A Party claiming impact by a FME must: (i) continue to perform its obligations under this PPA to the extent not affected by the FME; (ii) use reasonable efforts to mitigate the effect of the FME as soon as reasonably practicable; and (iii) remedy its inability to perform as soon as reasonably practicable, but this Section 13.2 (*Duty to Mitigate*) will not require the settlement of any non-site specific strike, walkout, lockout, or other general labor dispute on terms which, in the sole judgment of the affected Party, are contrary to its interest.

13.3 Excused Performance; Substantiation; Extension of RMCD. If an FME occurs, subject to compliance with all Sections of this Part 13 (*Force Majeure*), the affected Party will be excused from performance of its obligations impacted by the FME, other than payment obligations that accrued before the declaration of the FME, and will not be construed to be in default in respect of the obligations to the extent that, and for so long as, failure to perform is due to an FME. However, the suspension of performance due to an FME will be of no greater scope and of no longer duration than is required by the FME. Despite any other provision in this PPA, no FME will extend this PPA beyond the Term.

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

13.3.2. Extension of RMCD. If an FME directly impacts the critical path of the activities shown on Generator's Milestone Schedule in a manner that prevents Generator from achieving Mechanical Completion by the RMCD, then GPC will extend the RMCD by the number of Days the RMCD was or will be delayed because of the critical path delay, so long as, as a condition to any extension of the RMCD, Generator complied with all applicable conditions of this Part 13 (*Force Majeure*), including Generator undertaking all commercially reasonable efforts to avoid, overcome, or otherwise mitigate the delay by revising, rearranging, expediting, and accelerating the Milestone Schedule.

13.4 Extended FME.

13.4.1. Notice and Remedy Plan for Extended FME. If the affected Party has reason to believe that a suspension of performance due to an FME will continue for a period of six Months or longer after the initial suspension of performance resulting from the FME ("**Extended FME**"), the affected Party must notify the other Party promptly and submit an FME Remedy Plan to the other Party within 30 Days after the affected Party's initial notice to the other Party. In addition, if the other Party has reason to believe that an FME will be an Extended FME, the other Party may request that the affected Party submit an FME Remedy Plan, which the affected Party must submit to the requesting Party within 30 Days of the request. An FME Remedy Plan must set forth a plan and schedule for mitigation and other remedial measures (including necessary repairs, improvements, and changes to operations, as applicable) to cure the effects of the FME to enable the affected Party to resume full performance of the suspended obligations under this PPA as soon as reasonably practicable.

13.4.2. Monthly Status Reports and Updates to FME Remedy Plan. While an FME Remedy Plan is in effect, the affected Party must provide Monthly status reports to the other Party regarding the implementation of the FME Remedy Plan, any other measures to remedy the FME, any changes to the

FME Remedy Plan, and the expected remaining duration of the suspended performance and must provide any additional relevant information as may be reasonably requested by the other Party. The affected Party must modify the FME Remedy Plan if and as needed to achieve the objective of resuming full performance of the suspended obligations under this PPA as soon as reasonably practicable.

13.4.3. Early Termination Resulting from an Extended FME. If Generator remains unable to perform its PPA obligations for more than twelve Months after the initial suspension of performance due to the FME, GPC may terminate this PPA effective upon 10 Days' prior written notice to Generator.

13.4.4. Liability Following Termination. Upon any termination of this PPA as provided in Section 13.4.3 (*Early Termination Resulting from an Extended FME*), the Parties will have no further liability or obligation to each other except for any obligation arising before the date of the termination or as provided in Section 15.13 (*Survival of Rights*). Upon termination of this PPA in accordance with Section 13.4.3, Generator will not be liable for Termination Liquidated Damages so long as Generator has complied with the requirements of this Section 13.4 (*Extended FME*).

PART 14. PPA AMENDMENT; ASSIGNMENT; GENERATOR NAME CHANGE; CHANGE OF CONTROL

14.1 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 of this PPA. In recognition of GPC's administrative burden resulting from multiple amendments requested by Generator, and subject to Section 14.2.3 (*Reimbursement of GPC's Costs*), Generator agrees that each amendment requested by Generator after the first amendment will be subject to the payment by Generator to GPC of a fee of $2,500, which Generator must pay to GPC before GPC's execution of the amendment.

14.2 PPA Assignment. Except as expressly provided in Section 14.4 (*Financing Assignment*), Generator must not assign this PPA or its rights or obligations, in whole or in part, to any person or entity except with GPC's prior written consent, and the proposed assignee (proposed new Generator) must: (i) agree to assume Generator's PPA obligations and provide assurances of its ability to perform all PPA obligations; (ii) deliver, on GPC's reasonable request, assurance of its Creditworthiness and , if applicable, Eligible Collateral; and (iii) cooperate to comply with any applicable law. In addition, Generator and the proposed assignee must comply with Section 14.2.1 *(Request for Consent*) through Section 14.2.5 (*New Account with GPC*) of this Section 14.2 (*PPA Assignment*) as conditions precedent to the effectiveness of any PPA assignment. If Generator or the proposed assignee fails to comply with any of this Section 14.2, the attempted assignment of this PPA will be void (except for a collateral assignment under Section 14.4). Any assignment of this PPA authorized under this Section 14.2 will constitute, as of the effective date of the assignment, an acceptance and assumption by the assignee (new Generator) of all Generator PPA obligations and a release and discharge by GPC of the assignor from the obligations arising after the effective date of the assignment.

14.2.1. Request for Consent. Generator must: (i) request GPC's consent to the assignment by executing and submitting to GPC a request for consent (the form of which will be available upon request from GPC within five Business Days of receipt of written request) at least 20 Business Days before the anticipated effective date of the requested assignment; and (ii) receive GPC's consent to the requested assignment, as evidenced by GPC's execution of the written consent.

14.2.2. Continued Maintenance of Performance Security. It is also a condition precedent of any assignment of this PPA authorized under this Section 14.2 (*PPA Assignment*) that the assignee (new Generator) maintains Performance Security under Exhibit B (*Performance Security*) as of the effective date of the assignment.

14.2.3. Reimbursement of GPC's Costs. As consideration for GPC's administrative burden resulting from multiple assignments of this PPA, each assignment of this PPA authorized under this Section 14.2 (*PPA Assignment*), after the first authorized assignment, will be subject to the payment by Generator to GPC of a fee of $5,000, the payment of which will be a condition to the effectiveness of the assignment of this PPA. For the avoidance of doubt, if the PPA Assignment also requires a PPA amendment, Generator is not charged under Section 14.1 (*Amendments*), and the cost for the PPA amendment that is included in a PPA assignment is $5,000. GPC will lower the fee charged for an assignment if Generator's request meets the requirements of Section 14.6 (*Multiple Requests for Assignment or Change of Control*).

14.2.4. Execution and Submission of Notice of Assignment Form. If GPC executes the written consent to assign the PPA, the assignee (new Generator) must execute and submit to GPC the notice of

assignment (a form of which will be provided in conjunction with GPC's provision of written consent to the assignment), no later than five Business Days after the effective date of the assignment.

14.2.5. New Account with GPC. Within five Business Days after the effective date of an assignment of this PPA authorized under this Section 14.2 (*PPA Assignment*), the assignee (new Generator) must set up a new GPC account for the Facility and provide a W-9 for purposes of billing and payment. Upon establishment of the new GPC account, the assignee (new Generator) will be enrolled in GPC's paperless billing process.

14.3 Generator Name Change. Generator must provide GPC with 30 Days' prior written notice (the form of which will be available upon request from GPC within five Business Days of receipt of written request) of any Generator name change. Generator must promptly execute an amendment of this PPA under Section 14.1 (*Amendments*) to address the name change.

14.3.1. Required Information. Within five Business Days after any name change, Generator must: (i) provide an updated W-9 to GPC; (ii) provide proof of a name change with the Georgia Secretary of State's office; and (iii) update its GPC account with the name change and any other related changes in account information.

14.3.2. Updated Eligible Collateral. Generator must update the Eligible Collateral held for Performance Security to reflect the name change, if and as necessary. Generator must provide proof of the necessary updates within five Business Days after the name change.

14.4 Financing Assignment. Despite the requirements of Section 14.2 (*PPA Assignment*), Generator without the prior consent of GPC, may make a Financing Assignment, but the collateral assignment will not release or discharge Generator from any of its obligations or liabilities under this PPA and will not place any limitation on or otherwise affect GPC's rights and remedies under this PPA or expand the liabilities, risks or obligations imposed on GPC under this PPA.

14.5 Change of Control; Reorganization. Generator, without GPC's consent, may enter into a Change of Control Transaction or Reorganization Transaction so long as: (i) Generator provides written notice to GPC in advance; and (ii) the transaction does not: (a) limit GPC's rights under this PPA; (b) expand the liability, risks, or obligations imposed on GPC under this PPA; (c) release or discharge Generator from any PPA obligation or liability; or (d) require substitution or amendment of payment security, insurance, W-9, customer account number, or billing address. A Change of Control Transaction or Reorganization Transaction that requires substitution or amendment of payment security, insurance, W-9, customer account number, or billing address will be documented and treated as if it were an Assignment and Section 14.2 (*PPA Assignment*) will apply. GPC may lower the fee charged for a Change of Control Transaction or Reorganization Transaction if Generator's request meets the requirements of Section 14.6 (*Multiple Requests for Assignment or Change of Control*).

14.6 Multiple Requests for Assignment or Change of Control. Despite the preceding provisions in this Part 14 (*PPA Amendment; Assignment; Generator Name Change; Change of Control*), if Generator submits, at the same time, multiple requests for GPC's consent to assignment or Change of Control transactions under multiple PPAs awarded under the 2026 DG RFP, GPC will reduce the $5,000 fee charged under each PPA by applying the following tiered discounts:

Table 14.6. Discount for Multiple Consent Requests

Number of PPAs	Discount
3 – 4	25%
5 – 10	30%
11+	35%

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

PART 15. MISCELLANEOUS

15.1 Commission Approval and Modification.

15.1.1. GPC's Request for Commission Approval of the PPA. GPC will request certification of this PPA from the Commission as soon as practicable after GPC's execution of this PPA and receipt of Generator's Eligible Collateral in accordance with Exhibit B (*Performance Security*). If the Commission fails to certify this PPA or certifies this PPA with modifications or conditions that adversely affect GPC, GPC will have the right to terminate this PPA upon written notice to Generator, so long as the notice is delivered to Generator no later than 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 Generator executes a written amendment agreeing to the modification or condition. Upon termination of this PPA under this Section 15.1.1 (*GPC's Request for Commission Approval of the PPA*), GPC will promptly return any unused portion of the Performance Security to Generator and, after GPC's return of the unused portion of the Performance Security, neither Party will have any further obligation to the other Party under this PPA.

15.1.2. Incorporation by Reference of 2026 DG RFP. Terms and conditions of the 2026 DG RFP as approved by the Commission are incorporated by reference in this PPA. If the Commission modifies or eliminates the 2026 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.

15.2 Confidentiality.

15.2.1. Non-Disclosure. Each Party acknowledges that portions of this PPA contain Confidential Information and this PPA may require the Parties to disclose additional Confidential Information to one another. Each Party agrees that it will not, without the written consent of the other Party or as otherwise provided in this PPA, disclose a Disclosing Party's Confidential Information to any third party, except that Receiving Party may disclose Confidential Information: (i) to its Affiliates, consultants, agents, and advisors who (a) need to know the information in connection with Receiving Party's performance of its PPA obligations; and (b) are subject to a contractual obligation to maintain confidentiality of Confidential Information; and (ii) to the extent required by applicable law.

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

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

15.2.4. Survival of Confidentiality Obligations. Despite any other provision in this PPA, the terms of this Section 15.2 (*Confidentiality*) will survive for a period of two years after PPA termination or expiration, except that, to the extent any Confidential Information constitutes a trade secret under applicable law, Receiving Party's obligations under this Section 15.2 will apply for the life of such trade secret.

15.2.5. Public Statements or Press Releases. Generator and its Affiliates must not issue any public statement, press release, internet, website, or social media posting, or other publication concerning: (i) the Facility with respect to this PPA; or (ii) Generator's relationship with GPC without the communication first being reviewed and agreed upon by the Parties before release to the public. In addition, Generator 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 15.2.5 (*Public Statements or Press Releases*).

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

15.3 Photographs. Within five Business Days after GPC's request, Generator must provide GPC with photographs of the Facility or Site, which may be used by GPC for verification of Generator's compliance with this

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

15.4 Contract Interpretation. Each exhibit, attachment, appendix, schedule, regulatory requirement, policy, procedure, standard, or other document attached to or referenced in this PPA (expressly including the *Schedule of Defined Terms*) is incorporated into, and is integral to, this PPA as if included in the main body. In this PPA and in all attached or incorporated documents: (i) whenever the term "**include**," "**including**," or "**e.g.**" is used in connection with a listing of items included within or an example of the prior reference, the listing will be interpreted to be illustrative only, and will not be interpreted as a limitation on or exclusive listing of the items included in the prior reference; and (ii) "**or**" means either or all (i.e., "A or B" means "A or B or both A and B").

Unless otherwise specified, a reference to a given agreement or document, and all the schedules, exhibits, appendices, and attachments to the agreement or document, will be a reference to that agreement or document as modified, amended, supplemented, or restated, and in effect from time to time. Whenever the term "**consent**" or "**approval**" is used, the consent or approval will not be unreasonably withheld, conditioned, or delayed by the consenting or approving Party, unless this PPA provides that the consent or approval is in the sole discretion of the consenting Party. If the Party has provided email contact information, "**written**" or "**in writing**" includes email communication, absent express statement otherwise.

Reference to: (i) a Party or Person includes any allowed successor or assign; (ii) a regulatory authority includes an authority succeeding to the same function; and (iii) an applicable law is to the law as modified or amended and then effective. Reference to a PPA part by caption (e.g., *Facility Operations*) or number (e.g., Part 6 (*Facility Operations*)) includes all separate sections (e.g., Section 6.3 (*Annual Delivered Energy*) and clauses (e.g., 6.3.1 (*Maximum Energy Contract Amount*)) within that part and reference to a section by caption or number includes all separate clauses within that section.

A defined term may be singular or plural, as the context requires, and, absent an express statement otherwise, each defined term has the same meaning in all PPA documents. Captions are for convenience only and do not affect PPA interpretation. GPC will calculate all dollar per kW references in this PPA based on the Facility Size (AC), except when Exhibit A (*Project Information*) states an Interconnection Limit. If Exhibit A states an Interconnection Limit, then GPC will calculate all dollar per kW references based on the Interconnection Limit.

15.5 Governing Law and Interpretation. Georgia law governs all matters, including torts, arising under or relating to execution, validity, interpretation, performance, or enforcement of this PPA, without regard to choice of law principles. The Parties will resolve any PPA claim or dispute in a state or federal court sitting in Georgia. Both Parties consent to exclusive jurisdiction and venue in these courts and, to the fullest extent allowed by applicable law, waive any objection to this jurisdiction or venue. This PPA does not create a contractual relationship with any third party or give rise to liability to, or a cause of action by, any third party. No GPC Affiliate is liable for GPC's performance or nonperformance under this PPA. Both Parties were actively involved in negotiating this PPA; no rule allowing construction in favor of, or against, a Party according to authorship will apply. Time is of the essence in this PPA.

15.6 Entire Agreement. This PPA and the 2026 DG RFP contain the entire understanding between the Parties and replace any previous or contemporaneous oral or written discussion, representation, promise, arrangement, understanding, or agreement relating to the purchase and sale of Solar Output from the Facility. The Parties entered this PPA in reliance on the representations and mutual undertakings contained in this PPA and not in reliance upon any oral or written representations or information provided by one Party to the other Party not contained or incorporated in this PPA.

15.7 No Waiver. A Party's failure to enforce a PPA provision does not constitute a waiver of that, or any other, provision. Waiver or a right or remedy in one instance is not a waiver of that, or any other, right or remedy in the future. Acquiescence to or acceptance of late performance, with or without reservation, does not waive a future right to require timely performance. Further, payment of a cost or invoice by either Party does not waive an IA right or Claim, unless expressly waived in writing and signed by that Party's authorized representative.

15.8 Compliance with Law and Prudent Industry Practices. Generator agrees that from the Execution Date and throughout the Term, Generator must comply with Prudent Industry Practices and all applicable law, including without limitation O.C.G.A. §§ 46-3-1 et seq.

15.9 PURPA. Generator agrees that the Facility is considered a Qualifying Facility. Any sales by Generator to GPC under this PPA will be deemed to be in accordance with the obligations of GPC and the Commission under PURPA and the Commission's related orders. If the Facility is sized greater than 1 MW, Generator is responsible for ensuring with FERC that the Facility is certified and in good standing as a QF before COA and throughout the Term.

15.10 Counterparts. This PPA may be executed in two 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.

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

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

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

15.14 Transfer of Information Acknowledgement. Upon request by GPC, Generator must complete the Transfer of Information Acknowledgment found in Exhibit D (*Transfer of Information Acknowledgement*), which provides for Generator's acknowledgment of the treatment of its information voluntarily provided to GPC and its Affiliate solely for the purposes of operational implementation and administration of the PPA.

[Signatures on Next Page]

Each Party agrees to all terms and conditions of this PPA as of the Execution Date (the date on which GPC signs, as shown below). The Parties may exchange counterparts of this PPA as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email. An electronic or scanned signature is an original signature for all purposes.

Georgia Power Company	**#GeneratorLegalName#**
By: _____	By: _____
#Name	#GeneratorSignatureName
#Title	#GeneratorSignatureTitle
Date: _____	Date: _____

EXHIBIT A – PROJECT INFORMATION

Section 1: Generator Information

Complete Generator Legal Name:	#GeneratorLegalName
Business Form (i.e., corporation, limited liability company, etc.):	#Corporation***OR***#Limited liability company***OR***#OtherEntityType
State of Incorporation/Formation:	#EntityStateOfIncorporationOrFormation

Section 2: Facility Description

Facility's Service Address:	#Street Address***OR***#IntersectingStreets #City, State, Zip Code
Facility Size:	#____# kW at unity power factor
Solar Photovoltaic Panels:	#Fixed Tilt / Tracking#
Inverters:	#3Ø / 1Ø# Phase
Interconnection Limit:	#___# kW (AC)
Power Factor:	#unity# ***OR*** #LessThan100#% reactive power #absorbing ***OR*** injecting#

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

Term:	#15***OR***#20***OR***#25***OR***#30***OR***#35 Annual Periods

Contract Energy Price:

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	
31	
32	
33	
34	
35	

Annual Energy Contract Amount:

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	
31	
32	
33	
34	
35	

Section 4: RMCD

Required Mechanical Completion Date (RMCD): The date that is #NumberUpTo365 Days after the Certification Date

Section 5: Notice

Notice to GPC:

Georgia Power Company
Attn: Renewable Development
Bin 10196
241 Ralph McGill Blvd., N.E.
Atlanta, GA 30308
G2GPCERG@southernco.com (**Note:** if providing notice by electronic mail include the following subject line with the Project I.D.: "**Notice for 2026 DG RFP Project GPC- #ProjectID#**")

With Copy to:

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

Notice to Generator:

#CompanyName
Attn: #IndividualName
#Title
#StreetAddress
#City, #State #ZipCode
Email

Section 6: Termination Liquidated Damages Table

Table C – Termination Liquidated Damages	
Applicable Period	**Amount**
Before COA ($/kW)	$50/kW
From COA Until Two Annual Periods before End of Term ($/kW)	$100/kW
Final Two Annual Periods of Term ($/kW)	$50/kW

Section 7: Delay Damages Table

Table D – Delay Damages	
PPA Pricing	**Amount**
Levelized Pricing	$0.14/kW
Escalating Pricing	$0.06/kW

EXHIBIT B – PERFORMANCE SECURITY

Generator:

☐ is Creditworthy. This Exhibit B (*Performance Security*) does not apply to Generator and Generator does not need to post Performance Security.

☐ is not Creditworthy. Generator must comply with the terms, conditions, and post Eligible Collateral in the amounts specified in this Exhibit B (*Performance Security*).

In accordance with PPA Section 7.3 (*Performance Security*), a Generator that is not Creditworthy must deliver to GPC Performance Security. GPC will determine whether Generator is Creditworthy and will reflect its determination by checking the applicable box above.

1. **Performance Security Amount and Timing.** The required Performance Security amounts are calculated by multiplying Facility size (kW), or, if applicable, Interconnection Limit, by the rate in the Performance Security Table. The applicable rate is the rate ($/kW) that corresponds to the Term length and the relevant time period (e.g., before or after the Initial Synchronization Request date).

   A. **Initial Performance Security.** By no later than five Business Days after the Execution Date, Generator must post Eligible Collateral in the Performance Security amount required by the first $/kW row of Table A1 (*Performance Security Table*) below. Generator must maintain Performance Security required by this Section 1.A (*Initial Performance Security*) until initial Performance Security is increased or replaced under Section 1.B (*Increased Performance Security*).

   B. **Increased Performance Security.** After the Initial Synchronization Request date, Generator must maintain Eligible Collateral in the Performance Security amount required by the second $/kW row of the Performance Security Table. By no later than the Initial Synchronization Request date, Generator must either: (i) increase its Eligible Collateral value to the Performance Security amount; or (ii) provide replacement Eligible Collateral in a value equal to the Performance Security amount. Generator must maintain Performance Security required by this Section 1.B (*Increased Performance Security*) until Performance Security is decreased or replaced under Section 1.C (*Decreased Performance Security*).

   C. **Decreased Performance Security.** For the last two Annual Periods of the Term, Generator must maintain Eligible Collateral in the Performance Security amounts required by the third $/kW row of the Performance Security Table below. By no later than seven Business Days before the start of the final two Annual Periods for the applicable term, Generator must: (i) decrease its Eligible Collateral value to the total Performance Security amount in the corresponding the third row of the Performance Security Table below; or (ii) provide replacement Eligible Collateral in a value equal to the Performance Security amount.

2. **Pre-Approval of Eligible Collateral.** By no later than the date Generator returns the partially executed PPA and IA to GPC, Generator must: (i) notify GPC of the Eligible Collateral form Generator intends to provide to meet its initial Performance Security obligation; and (ii) provide a draft Letter of Credit or Generator Guaranty to GPC for review and approval if Generator intends to post a Letter of Credit or Generator Guaranty as Eligible Collateral. By no later than three weeks before the Initial Synchronization Request, Generator must: (a) notify GPC of Generator's election under Section 1.B (*Increased Performance Security*) to either increase its Eligible Collateral value or replace its Eligible Collateral; and (b) provide a draft Letter of Credit or Generator Guaranty if Generator intends to amend or replace Eligible Collateral in the form of a Letter of Credit or Generator Guaranty. By no later than three weeks before the start of the final two Annual Periods for the Term, Generator must: (I) notify GPC of Generator's election under Section 1.C (*Decreased Performance Security*) to either decrease its Eligible Collateral value or replace its Eligible Collateral; and (II) provide a draft Letter of Credit or

Generator Guaranty if Generator intends to amend or replace Eligible Collateral in the form of a Letter of Credit or Generator Guaranty.

3. **Impact of Delay Damages.** If Generator posted Performance Security and subsequently accrues Delay Damages under PPA Section 5.2 (*Failure to Submit the Initial Synchronization Request by the Required Notice Date for Initial Synchronization*), GPC may draw upon Performance Security for the Delay Damages due, and Generator must replenish or replace the Performance Security by no later than three Business Days after GPC's notice of its draw upon the Performance Security.

4. **Impact of Unused Delay Damages Performance Security**. This Section 4 (*Impact of Unused Delay Damages Performance Security*) is applicable if: Generator is not Creditworthy and was required to post Delay Damages Performance Security.

    A. **Cash Delay Damages Performance Security.** If: (i) Delay Damages are no longer accruing under PPA Section 5.2 (*Failure to Submit the Initial Synchronization Request by the Required Notice Date for Initial Synchronization*); and (ii) Generator posted cash as Delay Damages Performance Security and intends to use cash to meet its Performance Security obligations under Section 1.B. (*Increased Performance Security*), Generator may request, by notice to GPC in accordance with PPA Section 15.11 (*Notices*), that GPC apply the unused portion of cash Delay Damages Security toward Generator's Performance Security obligation. After GPC's receipt of Generator's notice, GPC will net the remaining cash Delay Damages Performance Security toward the additional Performance Security amount Generator must post. Generator must timely post the difference between the required Performance Security amount minus the remaining unused cash Delay Damages Performance Security.

    B. **Letter of Credit or Generator Guaranty Delay Damages Performance Security.** If: (i) Delay Damages are no longer accruing under PPA Section 5.2 (*Failure to Submit the Initial Synchronization Request by the Required Notice Date for Initial Synchronization*); and (ii) Generator: (a) posted a Letter of Credit or Generator Guaranty as Delay Damages Performance Security; or (b) intends to provide Eligible Collateral for Performance Security in a different form than what was posted as Delay Damages Performance Security, the amount of any remaining Eligible Collateral not drawn upon as Delay Damages Performance Security will be returned to Generator and Generator will be required to post the full amount of Performance Security as shown in the *Performance Security Table* in this Exhibit B (*Performance Security*).

5. **Replacement Performance Security.** If Generator must provide replacement Eligible Collateral to maintain compliance with this Exhibit B (*Performance Security*), Generator must deliver the replacement Performance Security to GPC no later than 90 Days before the date when the existing Eligible Collateral will expire, except that replacement Eligible Collateral initially provided under Section 1.B. (*Increased Performance Security*) must be provided no later than Initial Synchronization. If Generator fails to comply with the preceding sentence, GPC 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 before the expiration date of the Performance Security.

6. **Draws and Replenishment of Performance Security.** In addition to draws permitted by Section 3 (*Impact of Delay Damages*) of this Exhibit B (*Performance Security*), GPC may draw upon Performance Security to recover any damages arising from a Generator PPA breach or other amounts due and owing to GPC under the PPA, including Termination Liquidated Damages owed under PPA Section 10.2.2 (*Termination Damages*). In the event of a draw on the Performance Security, then, unless GPC has exercised its right to terminate the PPA under PPA Section 10.2 (*Termination for Default; Termination for Damages; No-Fault Termination*), Generator must replenish Performance Security to the full amount required by this Exhibit B within three Business Days after GPC notifies Generator of GPC's draw upon the Performance Security.

7. **Change to Form of Eligible Collateral held as Performance Security.** Generator may request to replace the form of its Eligible Collateral at any time during the Term; however, in order to compensate GPC for the resources expended in assisting Generator 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 Generator. Despite the preceding sentence, if Generator is required to change Generator's Eligible Collateral as part of a PPA assignment or Change of Control, Generator will not be required to pay the $2,500 fee to replace Generator's Eligible Collateral form if Generator pays the fee for an Assignment or Change of Control required by PPA Section 14.2 (*PPA Assignment*), Section 14.5 (*Change of Control; Reorganization*), or Section 14.6 (*Multiple Requests for Assignment or Change of Control*).

8. **Creditworthy Status.** If a Creditworthy Generator loses its Creditworthy status during the Term, Generator must deliver Performance Security to GPC in the amount specified in this Exhibit **B** (*Performance Security*) within five Business Days of losing Creditworthy status. If Generator provides notice to GPC that Generator attained Creditworthy status during the Term, and GPC subsequently confirms that Generator attained Creditworthy status, GPC will return the Performance Security within five Business Days of Generator's notice.

9. **Release of Performance Security.** Upon the earlier to occur of: (i) expiration of the Term; or (ii) termination of this PPA, GPC will promptly release any applicable Eligible Collateral held as Performance Security that has not been drawn upon by GPC in accordance with its rights under this PPA.

Table A1 – Performance Security Table	
Applicable Period	**Amount**
Before Initial Synchronization Request date ($/kW)	$5/kW
From Initial Synchronization until two Annual Periods before end of Term ($/kW)	$100/kW
Final two Annual Periods of Term ($/kW)	$50/kW

EXHIBIT C – MECHANICAL COMPLETION CERTIFICATE

(Generator to upload to PowerClerk)

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

Re: Mechanical Completion Certificate - **Power Purchase Agreement for 2026 Distributed Generation Solar** ("**PPA**") between Georgia Power Company ("**GPC**") and #GeneratorLegalName# ("**Generator**") (GPC-**#ProjectID#**)

In accordance with PPA Section 2.4 (*Mechanical Completion*), Generator certifies to GPC that Generator fully satisfied the following criteria for Mechanical Completion of the Facility:

(i) Generator has provided GPC the Final Facility Documents as outlined in PPA Section 2.3 (*Final Facility Documents*).

(ii) Generator 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) The Facility's AGC system, as approved by GPC under PPA Section 6.5 (*AGC*), is completely installed and connected to GPC's DERMS RTU.

(v) The Facility's PHL estimation system, as approved by GPC under PPA Section 6.7 (*Potential High Limit; Curtailed Energy*), is completely installed.

(vi) Generator has obtained all other governmental approvals required for the operation of the Facility.

(vii) The Facility otherwise is ready for Initial Synchronization.

(viii) Generator is in material compliance with all terms and conditions of the PPA.

Generator certifies that Mechanical Completion of the Facility was achieved as of **#MechanicalCompletionDate#**[1]. Generator agrees to provide photographs of the Facility and Site at GPC's request. The electrical inspection documentation in support of Generator's certification of Mechanical Completion is attached. Generator grants to GPC and its agents, affiliates, successors, and assigns an irrevocable, worldwide, royalty-free, and unrestricted right and license to use, duplicate, modify, sublicense, distribute, display, and otherwise engage the photographs and related intellectual property, including the creation of derivative works. Generator represents and warrants that it has the exclusive right to grant the license to GPC for the purposes stated in the PPA.

#GeneratorLegalName#

By: _____

Name

Printed: _____

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

_____

Title: _____

Date: _____

EXHIBIT D – TRANSFER OF INFORMATION ACKNOWLEDGEMENT

#GeneratorLegalName# ("**Generator**") and Georgia Power Company ("**GPC**") have entered into the **Power Purchase Agreement for 2026 Distributed Generation Solar at GPC-#ProjectID# (#FacilityName#)** ("**PPA**") dated as of _____, 20____. The PPA contemplates that Generator will provide to GPC or to GPC's affiliate Southern Company Services, Inc. ("**SCS**") as agent for the transmission-owning subsidiaries of Southern Company (GPC, Alabama Power Company, and Mississippi Power Company) certain information that could be considered non-public information that potentially has implications under the Federal Energy Regulatory Commission ("**FERC**") Standards of Conduct. Generator acknowledges that the information is being provided for the purposes of operational implementation and administration of the PPA (which includes conducting GPC's system operations and dispatch functions) and will be used by individuals in both distribution and energy affiliate/wholesale marketing unit functions under the FERC Standards of Conduct.

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

Generator's provision of this information has not been and is not being provided in exchange for any preferential treatment, either operational or rate-related, by SCS or by any of the transmission-owning subsidiaries of Southern Company. Generator also acknowledges that Generator is not providing the information under duress or coercion. In accordance with FERC requirements, SCS may post on Southern Company's Open Access Same-time Information System (OASIS) the fact of Generator'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 FERC Standards of Conduct.

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

#GeneratorLegalName#

By: _____

Name Printed: _____

Title: _____

Date: _____

EXHIBIT E – FORM OF STANDBY LETTER OF CREDIT

[Bank Letterhead]

Date of issuance: _____, 20__

Irrevocable Standby Letter of Credit No:_____

"Issuer":	_____
Address:	_____
"Beneficiary":	Georgia Power Company
Address:	C/O Southern Company Services, Inc. Attn: Assistant Treasurer BIN SC1407 30 Ivan Allen Jr. Blvd., NW Atlanta, GA 30308
Project ID:	GPC-[Add Project ID]
Program ID:	2026 DG RFP
"Account Party":	_____
Address:	_____
"Expiry Date":	_____, 20__, and any automatically extended date, as herein provided [(but in no event later than _____, 20__)]
"Total Amount":	_____United States Dollars (U.S. $_____)

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

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

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

Delivery of demands and certificates will be made on any day that is a business day for us at or prior to 5:00 p.m. (Eastern Time) at our office located at _____, or at any other office in the United States of America that is designated by us in a written notice delivered to you. If such demand and such certificate are received at any such office on or prior to the Expiry Date, we hereby agree with you that we will duly honor the same within three (3) business days of such presentation. Notwithstanding the foregoing, you may demand payment under this Standby

Letter of Credit by facsimile or electronic transmission when promptly confirmed by written demand; however, actual disbursement of funds under a demand presented by facsimile or electronic transmission may not occur until we are presented with the original Standby Letter of Credit.

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

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

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

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

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

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

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

[ISSUING BANK]

By:_____
Authorized Signature

ANNEX 1

FORM OF SIGHT DRAFT

[Insert Place], [Insert Date]

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

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

At Sight

Pay to the Order of [Name of Beneficiary]

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

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

[BENEFICIARY]

By:_____

Title:_____

ANNEX 2

FORM OF CERTIFICATE

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

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

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

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

or

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

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

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

[BENEFICIARY]

By:_____

Title:_____

ANNEX 3

FORM OF INSTRUCTION TO ASSIGN ENTIRETY

_____, 20__

_____

Re: Irrevocable Standby Letter of Credit No.

Ladies/Gentlemen:

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

[Name of Assignee]

[Address]

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

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

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

Sincerely,

[Beneficiary]

By:_____

Title:_____

EXHIBIT F – FORM OF GUARANTY

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

- Beneficiary and _____ ("**Company**"), an Affiliate of Guarantor, entered into a **Power Purchase Agreement for 2026 Distributed Generation Solar** dated _____, 20__ with Project Number GPC-#ProjectID# (as amended, restated, supplemented or otherwise modified from time to time, the "**PPA**") regarding a photovoltaic solar power facility located in #FacilityCity, Georgia, as further described in PPA Exhibit A (*Project Information*), Section 2 (*Facility Description*);
- Beneficiary required, as an inducement to its entry into the PPA, that Guarantor deliver to Beneficiary this Guaranty or other Eligible Collateral as required by the PPA;
- Guarantor qualifies as a Generator Guarantor under the PPA, and this Guaranty qualifies as Eligible Collateral under the PPA; and
- Guarantor will derive substantial direct and indirect benefit from the transactions contemplated by the PPA.

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

PART 1 DEFINITIONS

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

PART 2 GUARANTY

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

2.2 Guaranty Absolute.

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

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

(ii) any change, restructuring, or termination of the corporate structure or existence of Company or any of its subsidiaries, including, without limitation, Guarantor's disposal of any part of Guarantor's interest in Company, or Guarantor's alteration of Guarantor's investment in

Company in any manner;

(iii) any lack of validity or enforceability, in whole or in part, of the Guaranteed Obligations, the PPA, or any agreement or instrument relating the Guaranteed Obligations or the PPA;

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

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

(vi) any failure by Beneficiary to commence an action against Company, including, without limitation, as contemplated by the provisions of O.C.G.A. Section 10-7-24, as amended; any lack of due diligence by Beneficiary in the collection or protection of or realization upon any collateral securing the Guaranteed Obligations;

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

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

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

(x) any other circumstance whatsoever (including, without limitation, any statute of limitations) or any act of Beneficiary or any existence of or reliance on any representation by Beneficiary that might otherwise constitute a legal or equitable defense available to, or a discharge of, Guarantor.

2.2.2. Guarantee Effectiveness. This Guaranty will continue to be effective or must be reinstated by Guarantor, as applicable, if at any time any payment of the Guaranteed Obligations should for any reason subsequently be asserted or declared to be void or voidable, or is unwound in any way under any state or federal law, including without limitation any provision of the U.S. Bankruptcy Code related to fraudulent conveyance or preference (each, a "**Voidable Transfer**"). Beneficiary or any other person is not required to repay or restore, in whole or in part, any Voidable Transfer, and any attempt to repay or restore any Voidable Transfer will be construed as though the payment had not been made.

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

2.2.4. Enforcement following PPA Event of Default. In the case of an Event of Default under the PPA or regarding any of the Guaranteed Obligations, Guarantor agrees that Beneficiary will have the right to enforce its rights, powers, and remedies under the PPA and Guaranty or under any other instrument now or in the future evidencing, securing, or otherwise relating to the Guaranteed Obligations, and apply any payments or credits received by Company or Guarantor or realized from any security, in any manner and in any order as Beneficiary, in its sole discretion, sees fit, and all rights, powers, and remedies available to Beneficiary in that event will be nonexclusive and cumulative of all other rights, powers, and remedies provided under the PPA, this Guaranty, by law, or in equity. If the Guaranteed Obligations are partially paid at the election of Beneficiary or Beneficiary's successors or assigns, to pursue any of the remedies available to Beneficiary, or if the indebtedness is otherwise partially paid, this Guaranty will nevertheless remain in full force and effect, and Guarantor will remain liable for the entire balance of the Guaranteed Obligations even though

any rights that Guarantor may have against Company may be destroyed or diminished by the exercise of the remedy.

2.3 Waivers and Acknowledgments.

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

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

2.3.3. Waiver of Rights and Remedies. Guarantor unconditionally and irrevocably waives all rights and remedies accorded by application of law to sureties or guarantors and Guarantor must not assert or take advantage of those rights or remedies, including without limitation:

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

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

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

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

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

2.4 Subrogation. Despite any payment or payments made by Guarantor under this Guaranty, Guarantor unconditionally and irrevocably waives any rights of subrogation to the rights of Beneficiary against Company and any rights of reimbursement, assignment, indemnification, or implied contract or any similar rights (including without limitation any statutory rights of subrogation under U.S. Bankruptcy Code Section 509 (11 U.S.C. § 509)) against Company or against any other guarantor of all or any part of the Guaranteed Obligations until when the Guaranteed Obligations have been indefeasibly performed in full. If, despite the preceding sentence, any amount will be paid to Guarantor on account of the subrogation or similar rights at any time when all of the Guaranteed Obligations will not have been indefeasibly paid in full, those amounts will be held by Guarantor in trust for Beneficiary and Guarantor must turn over to Beneficiary those amounts in the exact form received by Guarantor, to be applied against the Guaranteed Obligations in the order that Beneficiary may determine in Beneficiary's sole discretion.

2.5 Contribution, Indemnification, Reimbursement. Guarantor unconditionally, irrevocably, and absolutely waives all right of contribution, indemnification, reimbursement, or similar rights against Company regarding the Guaranty, whether the rights arise under an express or implied contract or by operation of law, and it is the intention of Guarantor and Company that Guarantor will not be deemed to be a "creditor" (as defined

in U.S. Bankruptcy Code Section 101 or any other applicable law) of Company because of the existence of this Guaranty if Company becomes a debtor in any proceeding under the U.S. Bankruptcy Code or any other applicable law.

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

PART 3 REPRESENTATIONS AND WARRANTIES

Guarantor hereby represents and warrants as follows:

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

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

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

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

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

PART 4 MISCELLANEOUS

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

4.2 Notices. All notices, requests, demands and other communications that are required or may be given under this Guaranty must be in writing and will be deemed to have been given when actually received if: (i) personally delivered; (ii) transmitted by facsimile, electronic, or digital transmission method; or (iii) if sent by certified or registered mail, return receipt requested. In each case, notice will be to the contacts identified in this Section 4.2 (*Notices*) or to the other place and with the other copies as Beneficiary or Guarantor may designate for itself by written notice to the other under this Section 4.2. Delivery by facsimile of an executed counterpart of a signature page to any amendment or waiver of any provision of this Guaranty will be effective as delivery of an original executed counterpart to the amendment or waiver.

Notice to GPC:

Georgia Power Company
C/O Southern Company Services, Inc.
Attn: Assistant Treasurer
30 Ivan Allen Junior Boulevard, NW
Bin SC1407
Atlanta, GA 30308
G2GPCERG@southernco.com

With Copy to:

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

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

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

4.4 Expenses. Guarantor agrees to pay or reimburse Beneficiary and any permitted assignees of Beneficiary on demand for its reasonable costs, charges, and expenses (including reasonable fees and expenses of counsel) incurred in connection with the enforcement of this Guaranty or caused by any breach by Guarantor of any of its obligations under this Guaranty, including without limitation any actions taken in any bankruptcy or insolvency proceedings, if Guarantor is required to pay under this Guaranty.

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

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

4.7 Governing Law; Consent to Jurisdiction.

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

4.7.2. Consent to Jurisdiction. Guarantor irrevocably and unconditionally: (i) agrees that any suit, action, or other legal proceeding arising out of this Guaranty will be brought in federal or state court located in the state of Georgia; (ii) submits to the exclusive jurisdiction of those courts for any such suit, action, or proceeding; and (iii) waives any objection that the suit, action, or proceeding has been brought in an inconvenient forum. [**Applicable Only to Foreign Guarantor:** Guarantor and Beneficiary further agree that a final judgment in any action or proceeding arising out of or relating to this Guaranty will be conclusive and may be enforced in any jurisdiction within or outside the United States by

suit on the judgment, a certified or exemplified copy of which will be conclusive evidence of the fact and the amount of indebtedness or liability therein described, or in any other manner provided by applicable law.]

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

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

4.7.5 [Applicable Only to Foreign Guarantor: Withholding Taxes.

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

i. Pay any additional amount to Beneficiary as may be necessary to ensure that Beneficiary receives and retains a net sum after such deduction, withholding, or payment of Withholding Taxes (including any deduction, withholding, or payment of Withholding Taxes regarding the additional amount), free from any liability regarding the Withholding Taxes, equal to the sum that Beneficiary would have received and retained had no such deduction or withholding of Withholding Taxes been made or required to be made and had no such Withholding Taxes been payable;

ii. Deduct the Withholding Taxes from the payment:

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

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

b. Without duplication of Section 4.7.5.a above, Guarantor agrees to indemnify and hold harmless Beneficiary for any Withholding Taxes that may become payable by Beneficiary concerning any payment made by Guarantor under this Guaranty. Without limiting the generality of the preceding sentence, if:
   i. Guarantor or Beneficiary is assessed or reassessed by any applicable taxing authority for any Withholding Taxes regarding any payment made by the Guarantor under this Guaranty, Guarantor must pay the Withholding Taxes together with interest or penalties on the Withholding Taxes to the taxing authority on behalf of Beneficiary and without recourse against Beneficiary within 30 Days of demand by Beneficiary; or
   ii. Beneficiary pays any Withholding Taxes regarding any payment made by Guarantor under this Guaranty, Guarantor agrees to indemnify Beneficiary upon receipt of the notice called or in Section 4.7.5.d. below.

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

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

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

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

4.7.7. [Applicable Only to Foreign Guarantor: Waiver of Immunity. TO THE EXTENT THAT THE GUARANTOR HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT IN THE STATE OF GEORGIA OR FROM ANY LEGAL PROCESS THEREIN, GUARANTOR HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, SUCH IMMUNITY, AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE, OR OTHERWISE, IN ANY SUCH SUIT, ACTION, OR PROCEEDING, THE DEFENSE OF SOVEREIGN IMMUNITY, OR ANY CLAIM: (1) THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE COURTS IN THE STATE OF GEORGIA BY REASON OF SOVEREIGN IMMUNITY OR OTHERWISE; (2) THAT IT IS IMMUNE FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO THE JUDGMENT, ATTACHMENTS IN AID OF EXECUTION, EXECUTION, OR OTHERWISE) REGARDING ITSELF OR ITS PROPERTY, BY REASON OF SOVEREIGN IMMUNITY; (3) THAT ANY ACTION IS BROUGHT IN AN INCONVENIENT FORUM; (4) THAT THE VENUE OF ANY ACTION IS IMPROPER; OR (5) THAT THIS GUARANTY MAY NOT BE ENFORCED IN OR BY A FEDERAL COURT IN THE STATE OF GEORGIA. THE GUARANTOR EXPRESSLY ACKNOWLEDGES THAT THE FOREGOING WAIVERS AND SUBMISSIONS TO JURISDICTION ARE INTENDED TO BE IRREVOCABLE UNDER THE LAWS OF THE STATE OF GEORGIA AND OF THE UNITED STATES OF AMERICA AND OF THE LAWS APPLICABLE TO THE GUARANTOR, INCLUDING THE LAWS OF THE JURISDICTION IN WHICH THE GUARANTOR IS ORGANIZED.]

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

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

4.9 Execution and Attestation.

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

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

[Signature on Next Page]

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

#GuarantorLegalName#

By: _____ (SEAL)

Name Printed: _____

Title: _____

Date: _____

EXHIBIT G – ENVIRONMENTAL COMPLIANCE CERTIFICATION

CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

AGREEMENT – Power Purchase Agreement for 2026 Distributed Generation Solar at GPC-#ProjectID# (#FacilityName#) between Georgia Power Company ("**GPC**") **and #GeneratorLegalName#** dated as of _____ ___, 20__. Capitalized terms used herein will have the meaning assigned in the PPA.

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

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

   _____Yes

   _____No (please explain)

   Explain:_____

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

   (b) If "no," copies of all documentation that all necessary Permits have been obtained and/or that the appropriate Governmental Authority coordination has occurred to legally allow for such impacts is attached.

2. A list of Permits for the Facility that were obtained (opened) or Governmental Authority prescriptions that were issued since the previous Certification is attached.

3. A list of Permits for the Facility that were applied for but have not yet been obtained (opened) since the previous Certification is attached.

4. A list of any notices of violation (NOV) that were issued with respect to Generator [or in connection with the Facility], including: (i) the Governmental Authority that issued the NOV, (ii) the status of remediation of the violation; and (iii) if remediation has not been completed, the duration anticipated for resolution is attached. Copies of any NOVs are also attached.

5. Attached is a list identifying (by name and address) any adjacent landowner, lessee or neighbor complaints against Generator or the Facility, as well as: (i) a general description of the complaint; and (ii) plans that Generator took to resolve the complaint or, if not yet resolved, what actions Generator has taken to date, or intends to take, to resolve the complaint, along with a timeline for completing such actions.

6. A list of any Permits and/or other Governmental Authority prescribed actions that have been fulfilled and/or closed since the previous Certification is attached.

7. Except as already referenced or included in an attachment to this Certification, there are no other documents, notices or correspondence from any Governmental Authority indicating that the Facility and the Site is not in compliance with or is not in good standing under, and Environmental Laws, Permit or other Governmental Authority prescribed actions.

[Certification on Next Page]

Certification

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

#GeneratorLegalName#

By: _____

Name Printed: _____

Title: _____

Date: _____

EXHIBIT H – AGC PERFORMANCE METRICS AND REQUIREMENTS

PART 1 AGC PERFORMANCE METRICS AND REQUIREMENTS

1.1 Monthly AGC Status and Setpoint Requirements. Generator is responsible for achieving the AGC Status Performance Requirement and the AGC Setpoint Response Performance Requirement for each Month except: (i) any Month during which: (a) GPC did not issue a statistically significant number of AGC signals (i.e., sufficient AGC signals for GPC to fairly and reliably evaluate Facility performance), determined as agreed upon and documented by the Parties; but (b) only to the extent the lack of AGC signals prevents GPC from performing a meaningful assessment of Facility performance, as determined in GPC's reasonable, discretion; and (ii) to the extent Generator's failure to achieve the AGC Status Performance Requirement or AGC Setpoint Response Performance Requirement during the applicable Month is caused by defective or faulty equipment on GPC's side of the RTU or telecommunications or telemetry failures caused by equipment not provided or controlled by Generator. **Calculating AGC Status and Setpoint Requirements.** At the end of each Month, GPC will determine: (i) the AGC Status Performance Requirement by calculating the AGC Status Performance Metric; and (ii) the AGC Setpoint Response Performance Requirement by calculating the AGC Setpoint Response Performance Metric. **AGC Status Performance Requirement.** The Facility "**AGC Status Performance Requirement**" for each Month is that the AGC Status Performance Metric for the Month must equal 0.90 or greater. GPC will calculate the AGC Status Performance Metric for each Month as follows:

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

Where:

n = Total six-second AGC periods in the Month when generation > 0 kW or AGC Setpoint – 0 kW (e.g., includes all solar hours when PHL > 0 kW);

i = six-second data point; and

"AGC Status" = "1" if the Facility is in AGC mode and capable of responding to GPC's AGC Setpoint signal, or "0" if the Facility is not in AGC mode and is not capable of responding to GPC's AGC Setpoint signal.

B. AGC Setpoint Response Performance Requirement. The "**AGC Setpoint Response Performance Requirement**" for each Month is that the "**AGC Setpoint Response Performance Metric**" (i.e., the Facility Root Mean Squared Error ("**RMSE**")) for the Month must be less than or equal to the amount specified in the following table.

RMSE Requirement	
Period	**RMSE Requirement**
Annual Period 1	15
Annual Period 2	10
Annual Period 3 through remainder of Term	5

If, after Generator has used commercially reasonable efforts to implement an approved AGC Plan in accordance with Section 6.6 (*AGC Performance Requirements*), the Facility continues to fail to satisfy the applicable RMSE requirement, the Parties will mutually agree to a relaxed RMSE requirement that reasonably reflects the demonstrated operating capabilities of the Facility. Designated from each Party must: (i) agree to any adjustment, which agreement must not be unreasonably withheld, conditioned, or delayed; and (ii) document any adjustment.

The RMSE for each Month will be calculated as follows:

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

Where:

n = total six-second AGC periods in the Month for which there was a Curtailment implemented by AGC for a Facility.

i = six-second data point.

AGC Setpoint = AGC Setpoint value (MW) for the six-second DERMS period for the applicable resource * 100.

Facility Energy Output = the energy (MW) output from the Facility at the POI for the six-second AGC period * 100.

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

EXHIBIT I – AGC AND FACILITY MINIMUM DATA REQUIREMENTS

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

This Exhibit I (*AGC and Facility Minimum Data Requirements*) establishes the minimum data point requirements that the Facility and its AGC system must be designed and configured to communicate. AGC Performance Requirements are established separately in PPA Section 6.6 (*AGC Performance Requirements*) and Exhibit H (*AGC Performance Metrics and Requirements*). This Exhibit I incorporates by reference, and will automatically be updated as necessary to incorporate, any additional data point introduced in future revisions of the Southern Company DER Policy.

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

PART 1 FACILITY DATA POINTS

1.1 From GPC to Facility

- **A.** Solar Setpoint (kW)

1.2 From Facility to GPC

- **A.** Solar net output (kW)
- **B.** Solar on AGC signal (ENABLED/DISABLED)
- **C.** Operating High Limit (kW)
- **D.** High Limit Status (Normal/Alarm)
- **E.** Potential High Limit (kW)
- **F.** Operating Low Limit (kW)
- **G.** Low Limit Status (Normal/Alarm)
- **H.** Solar Ramp Rate (kW/minute)
- **I.** Setpoint Feedback (kW)
- **J.** Station Service Power (kW)
- **K.** Reactive Power (VARS)
- **L.** Voltage (volts)
- **M.** Frequency (Hertz)
- **N.** Alarm Status
- **O.** Weather station parameters
  - **(i)** GHI and PoA irradiance
  - **(ii)** Air Temperature
  - **(iii)** Relative Humidity
  - **(iv)** Barometric Pressure
  - **(v)** BoM Surface Temperature

PART 2 GENERAL FLOW OF AGC

The resource will send every scan of all its points to GPC (via DERMS) and likewise, DERMS will update its points every scan. Generator will place the resource on AGC when available for dispatch and will echo back to DERMS what it has received for the AGC Setpoint.

The Facility will receive AGC Setpoints equivalent to the Operating High Limit or the Potential High Limit and operate at full generation until an AGC Setpoint below the Potential High Limit is received. Upon receiving this AGC Setpoint for Curtailment, the Facility will reduce output to meet the AGC Setpoint.

PART 3 EXPLANATION OF POINTS

3.1 Facility Setpoint (kW)

A. This will be an integer value that will range from the Operating Low Limit to the Operating High Limit for the Facility. If not in curtailment, this value will echo either the Operating High Limit. If the setpoint echoes the Operating High Limit, the site will operate as-capable. If the setpoint echoes the PHL, the site will not exceed the PHL telemetry value. If curtailment is active, the site output will follow the AGC setpoint below the Potential High Limit.

3.2 Solar Ramp Rate (+/- kW /min)

A. This is a plant controller level ramp rate at which the Facility will ramp up or down, up to the maximum allowable ramp rate specified in the Southern Company DER Policy. This is not the actual real-time ramp rate, but the rate at which the plant will transition to the next setpoint. The Facility Ramp Rate will be indicative of the Facility and indicates the rate at which the Facility would increase generation after a curtailment is lifted. In all cases, the Facility Ramp Rate should not exceed the maximum allowable ramp rate in the IA.

3.3 Facility AGC Status

A. This will be an integer value that will range from 0 to 1. A ”0” value will indicate the Facility is on local control and a '1' will indicate the Facility is available for AGC dispatch.

3.4 Facility Operating High Limit (kW)

A. The current maximum generating capacity of the Facility. This is the maximum possible generation of the Facility including any de-rates, independent of Facility irradiance. This limit is to be reduced if equipment issues reduce the total Facility capacity. If there are no equipment issues or de-rates, this value will be the same as the Facility capacity.

3.5 Facility High Limit Status

A. This will be an integer value that will range from 0 to 1. Its normal state will be to a value of 0. A value of 1 will indicate generation is at the high limit.

3.6 Facility Potential High Limit (kW)

A. This is the potential real time actual limit of the Facility inclusive of Facility irradiance and any equipment issues. This real-time telemetry point will indicate what the Facility’s output would be if no curtailment is present.

3.7 Facility Operating Low Limit (kW)

A. The current minimum generating capacity of the Facility. During normal operation, the facility will provide a low limit for available curtailment. Expectation is this would be 0 kW under normal conditions unless an equipment issue exists that prevents the Facility from returning to full normal output following the full curtailment.

3.8 Facility Low Limit Status

A. This will be an integer value that will range from 0 to 1. Its normal state will be to a 0. A value of 1 will indicate generation is at the Operating Low Limit.

3.9 Facility Setpoint Feedback (kW)

A. This is an echo of the value received from DERMS for the AGC Setpoint.

EXHIBIT J – REQUIREMENTS FOR PPA FACILITY

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

PART 1. SOLAR PHOTOVOLTAIC

1.1. Hydrology and Site Drainage

1.1.1. Site grading must ensure positive drainage of the Site.

1.1.2. Site design must ensure no flooding, no standing water, and no increase in flows offsite.

1.1.3. The drainage design and all stormwater controls must be sized for a 100-year, 24-hour rain event.

1.1.4. No portion of the Facility may be located in a floodplain without the proper permit(s) from the appropriate Governmental Authority.

1.1.5. The construction contract scope must include responsibility of contractor to close out the National Pollutant Discharge Elimination System (NPDES) permit.

1.2. Site Grading and Stabilization

1.2.1. Measures must be in place to prevent sediment loss.

1.2.2. Permanent site vegetation and site stabilization must be completed before demobilizing.

1.3. Facility Design

1.3.1. Equipment must be sized to deliver rated Facility nameplate power at the POI, accounting for worst-case local historical ambient temperature.

1.3.2. All equipment enclosures (e.g., combiner boxes) must be tamperproof and lockable (e.g., a special tool or key is required to open the equipment enclosure).

1.3.3. The Facility must have a hurricane resistance rating and restoration plan

1.4. Major Equipment Vendors

1.4.1. Major equipment vendors must demonstrate quality and performance and be prepared to perform future warranty and maintenance work.

1.4.2. Major equipment must be manufactured in factories certified to both IEC TS 62941 and ISO 9001.

1.5. PV Module

Solar modules must be sourced from Bloomberg New Energy Finance (BNEF) Tier 1 photovoltaic manufacturers.

1.6. Inverter

1.6.1. Inverters must be listed to UL1741 safety and performance standards along with UL 1741 SB latest version.

1.6.2. Inverter must be specified with options that maximize its grid disturbance ride-through capability.

1.6.3. Inverters must be equipped with DC ground detection means through either insulation monitoring or differential current monitoring.

1.7. Inverter Step-up Transformer

1.7.1. Transformers must be in compliance with the documentation listed in Attachment A, Section 8.0 (*Inverter-Based DER Interconnection Requirements for Radial Feeders)* of the Southern Company DER Policy

1.7.2. Transformer winding configuration information must be provided along with modeling data for protection system impact and coordination studies and determination of appropriate interconnection protection requirements.

1.7.3. All transformers must be tested in accordance to IEEE C57.12.00 and C57.12.90.

1.8. Grounding

1.8.1. Dual grounding must be provided in all cases with an equipment grounding conductor (for a reliable ground fault current return path) and an additional local safety ground (for limiting touch potential), as per the requirements of the NESC and IEEE 80 for limiting touch and step potentials inside substations & generation facilities. Reference IEEE 665 for application of dual grounding.

1.8.2. At a minimum, two separately routed ground connections must be provided between the generating facility and the project substation.

1.8.3. Grounding study and surge mitigation assessment must be conducted.

1.9. PV Monitoring

1.9.1. Meteorological and performance monitoring equipment/system must conform to IEC61724 and the requirements defined for a Class A (high) accuracy monitoring system.

1.9.2. Table 4 of IEC61724 must be used to determine the number of devices required. At minimum two devices of each measurement type must be provided.

1.9.3. It is recommended that a minimum of two soiling stations utilizing full sized modules should be provided

1.10. Testing

1.10.1. Facility balance of system must be commissioned to ANSI/NETA Electrical Commissioning Specifications.

1.10.2. At a minimum, Operational Test and Capacity Test (ASTM Based) must be performed for PV facilities.

1.11. End-of Life Disposal

1.11.1. The Toxicity Characteristic Leaching Procedure (TCLP) testing procedure and results for modules must be submitted.

1.11.2. Description of the end-of-life disposal/recycling plan must be submitted.

PART 2. ACKNOWLEDGMENT:

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

#GeneratorLegalName#

By: _____

Name Printed: _____

Title: _____

Date: _____