

**Georgia Power Company's  
Distributed Generation Customer-Connected Solar Power Purchase Agreement  
GPC-XXXXX**

This Distributed Generation Customer-Connected Solar Power Purchase Agreement (“**PPA**”) (GPC-XXXXX) is entered into as of the Execution Date by and between Georgia Power Company (“**Georgia Power**”) and [\_\_\_\_\_], a [state of organization] [type of entity] (“**Customer**”). Georgia Power and Customer may be hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

**WITNESSETH:**

**WHEREAS**, Customer desires to sell, and Georgia Power desires to purchase, all of the Solar Output generated by or associated with Customer’s Facility consistent with Georgia Power’s Distributed Generation Customer-Connected Solar Program (“**Customer-Connected Solar Program**”) and the Georgia Public Service Commission (the “**Commission**”) Orders in Docket Nos. 42310 and 43107; and,

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

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

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

1. Description of Facility. [The Facility is [owned by Customer/leased by Customer].] – or - [Customer procures the Solar Output from the Facility under a Solar Energy Procurement Agreement pursuant to O.C.G.A. § 46-3-60 (the “**Solar Power Free-Market Financing Act**”).] The Facility must conform to the description set forth in Section 2 of **Appendix A**. The Facility must be located on or adjacent to the Customer’s Property, separately metered, and directly interconnected to a Georgia Power Distribution Circuit.
2. Term; Customer Termination. This PPA becomes effective on the Execution Date and remains in full force and effect for the Term, (to include the number of Annual Periods shown in Section 3 of **Appendix A**), subject to the termination provisions set forth in this PPA. Prior to the Required Mechanical Completion Date (“**RMCD**”), Customer may terminate this PPA for convenience upon thirty (30) Days’ prior written notice to Georgia Power.
3. Sale and Purchase of Solar Output. Commencing on Commercial Operation Authorization, subject to the terms and conditions of this PPA (including Section 10(b)), Customer agrees to sell and deliver, and Georgia Power agrees to purchase and receive, one hundred percent (100%) of the Solar Output generated by and delivered from the Facility, including one hundred percent (100%) of the energy generated by the Facility that Customer delivers to the Point of Interconnection. Customer is not entitled to any compensation for Solar Output prior to Customer’s obtaining Commercial Operation Authorization from Georgia Power, including Energy produced during Facility testing and start-up.
4. Price. Pursuant to the Escalating Program Price Schedule shown in **Appendix B**, Georgia Power will pay Customer the applicable price per kilowatt-hour (“**kWh**”) of energy delivered to the Point of Interconnection after Customer obtains Commercial Operation Authorization as full compensation for the Facility’s Solar Output, which price includes all compensation owed to Customer for all electrical products and all Environmental Attributes.
5. Performance Security. If Customer is not Creditworthy, Customer must maintain Performance Security and comply with the provisions of **Appendix C**; provided, however, that this Section 5 and

**Appendix C** do not apply to a residential customer, and a residential customer will not be required to maintain Performance Security.

6. Interconnection.

- a) Interconnection Agreement. Customer must execute the Interconnection Agreement at the time of its execution of this PPA. Georgia Power may condition its performance of interconnection-related work and its incurrence of Interconnection Costs on Customer's execution of and adherence to the Interconnection Agreement.
- b) Final Facility Documents. Customer must provide the Final Facility Documents to Georgia Power as soon as practicable, but no later than ninety (90) Days prior to the RMCD. Customer acknowledges that any delay in furnishing the Final Facility Documents to Georgia Power and any change to the Facility design or equipment or the Site may delay Georgia Power's construction of its interconnection facilities and the interconnection of the Facility.

7. Metering.

- a) Installation and Purchase. Georgia Power will install, at Customer's expense, Georgia Power-owned metering equipment, as determined by Georgia Power to be appropriate for the purchase of the Solar Output, in accordance with the Interconnection Agreement. All energy produced by the Facility is measured through such metering equipment.
- b) Meter Adjustment. Neither Customer, nor any of Customer's Affiliates, nor the employees, contractors, subcontractors, agents or representatives of any of them, will make any adjustment to any metering equipment without the prior written consent of Georgia Power. [If a Solar Energy Procurement Agreement is applicable to the Facility, Customer is responsible for ensuring that the Solar Financing Agent does not make any adjustment to any metering equipment without the prior written consent of Georgia Power.]

8. Obtaining Commercial Operation Authorization.

- a) Mechanical Completion. Customer must achieve Mechanical Completion of the Facility by the RMCD. Customer must complete and submit the Mechanical Completion Certificate attached hereto as **Appendix D** to Georgia Power when the Facility has achieved Mechanical Completion. Upon receipt of such notice of Mechanical Completion, Georgia Power will have the right, but not the obligation, to inspect the Facility prior to Initial Synchronization. If Customer has not actually achieved Mechanical Completion, Customer must promptly resolve any issues or deficiencies with respect to Mechanical Completion and resubmit the Mechanical Completion Certificate. Customer is not entitled to any extension of the RMCD as a result of Georgia Power's construction schedule for its interconnection facilities.
- b) Failure to Achieve Mechanical Completion by the Required Mechanical Completion Date. Subject to Section 13(a), if Customer fails to achieve Mechanical Completion of the Facility by the RMCD, Customer must pay Delay Damages to Georgia Power for each Day of delay after the RMCD (including any partial Day) until the earlier of (i) Mechanical Completion of the Facility, (ii) the date that Customer notifies Georgia Power that Mechanical Completion will not be achieved, or (iii) ninety (90) Days after the RMCD. If Delay Damages are owed under this Section 8(b), no later than five (5) Business Days after the RMCD, Customer must provide Eligible Collateral to Georgia Power in the amount equal to the lesser of ninety dollars per kW (\$90/kW) or ninety thousand dollars (\$90,000). Georgia Power will be entitled to draw such Delay Damages from the Eligible Collateral.
- c) Initial Synchronization. Subject to Section 13(a), Customer must submit the Initial Synchronization Request to Georgia Power by no later than sixty (60) Days after the date of Mechanical Completion of the Facility (the "**Required Notice Date for Initial**

**Synchronization**”). However, the Initial Synchronization Request will be invalid if the Customer has not met all pre-Initial Synchronization requirements in the Interconnection Agreement, including payment of the Interconnection Costs, or if the Facility otherwise is not actually ready for Initial Synchronization. Customer must provide Georgia Power at least seven (7) Days’ prior written notice of the date requested for Initial Synchronization. After Georgia Power’s receipt of a valid Initial Synchronization Request and provided Georgia Power’s interconnection facilities are ready for Initial Synchronization, the Parties will jointly select a date and time for the Facility’s Initial Synchronization.

Georgia Power may condition Initial Synchronization on Customer’s full compliance with its obligations under this PPA (including the payment of any and all Delay Damages owed under this PPA) and the Interconnection Agreement (including the payment of all Interconnection Costs). During Customer’s commissioning of the Facility, if the period of Initial Synchronization exceeds seven (7) consecutive Days, Georgia Power reserves the right to temporarily disconnect the Facility and de-energize its interconnection facilities, and in such case Georgia Power reserves the right to determine under the Interconnection Agreement when to reconnect the Facility and re-energize its interconnection facilities before Witness Testing.

- d) Failure to Submit the Initial Synchronization Request by the Required Notice Date for Initial Synchronization. Subject to Section 13(a), if Customer fails to submit the Initial Synchronization Request to Georgia Power by the Required Notice Date for Initial Synchronization, Customer must pay Delay Damages to Georgia Power for each Day of delay after the Required Notice Date for Initial Synchronization (including any partial Day) until the earlier of (i) the date that Customer issues the Initial Synchronization Request, (ii) the date that Customer notifies Georgia Power that Initial Synchronization will not be requested, or (iii) sixty (60) Days after the Required Notice Date for Initial Synchronization. If Delay Damages are owed under this Section 8(d), then no later than five (5) Business Days after the Required Notice Date for Initial Synchronization, Customer must provide Eligible Collateral to Georgia Power in the amount equal to the lesser of sixty dollars per kW (\$60/kW) or sixty thousand dollars (\$60,000). Georgia Power will be entitled to draw such Delay Damages from the Eligible Collateral.
- e) Witness Testing. Customer must cooperate with all Witness Testing in accordance with Georgia Power’s Witness Testing Policy. Following Mechanical Completion and Georgia Power’s receipt of the Initial Synchronization Request, Georgia Power and Customer will jointly select the date and time of Witness Testing in accordance with the Interconnection Agreement; provided, however, that Georgia Power is not obligated to expedite Witness Testing and may schedule Witness Testing in the order of requests received and subject to availability of its resources. Georgia Power will not schedule initial Witness Testing in the month of December. If Georgia Power determines under the Interconnection Agreement that the Facility passes all Witness Testing (“**Successful Witness Testing**”), and provided that Customer has satisfied all other pre-COA obligations under this PPA and the Interconnection Agreement, Georgia Power will grant Commercial Operation Authorization to Customer within seven (7) Business Days after the date of Successful Witness Testing. Customer must achieve Successful Witness Testing as soon as practicable after Initial Synchronization but no later than one hundred twenty (120) Days after the original date of Initial Synchronization.
- f) Georgia Power Completion of Construction. Georgia Power does not guarantee completion of construction of its interconnection facilities by a date certain or to provide Initial Synchronization by a date certain (including any such projected dates that may be set forth in the Interconnection Agreement). Georgia Power is not obligated to expedite the construction of its interconnection facilities or Initial Synchronization in advance of the milestone dates reflected in the PPA and Interconnection Agreement. Customer acknowledges that any Customer delay may delay Georgia Power’s construction of its interconnection facilities and the interconnection of the Facility, including (i) any delay in furnishing the Final Facility Documents to Georgia Power as required by Section 6(b), (ii) any delay in Customer’s payment to Georgia Power of any Interconnection Costs under the Interconnection Agreement, (iii) delay in final Site stabilization,

or (iv) any change to the Facility design or equipment or the Site. For the avoidance of doubt, Georgia Power is not obligated to incur any Interconnection Costs or otherwise commence any interconnection-related work until Customer has paid all Interconnection Costs in accordance with the Interconnection Agreement, and Georgia Power will not be required to interconnect the Facility to the Georgia Power Distribution Circuit until Customer has fully paid Georgia Power for all Interconnection Costs incurred by Georgia Power.

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

9. Facility Operations.

- a) Facility Operation and Maintenance. Customer, at its expense, must supply, manage, control, operate, and maintain the Facility in compliance with this PPA, the Interconnection Agreement, and all applicable legal requirements. Customer must also maintain maintenance records, which Georgia Power may review upon reasonable request. Although Georgia Power may review the records and the Facility, Georgia Power has no responsibility, actual or implied, for Facility operation or maintenance under this PPA or otherwise. [If a Solar Financing Agent installs, manages, controls, operates, or maintains the Facility under a Solar Energy Procurement Agreement, Customer is responsible for ensuring that the Solar Financing Agent complies with this Section 9(a) as applicable.]
- b) Interconnection Limit. The Facility output must not exceed the Interconnection Limit at any time during the Term.

10. Capacity Factor.

- a) Minimum Capacity Factor. If the Annual Capacity Factor is less than the Minimum Capacity Factor for any Annual Period, Customer must make necessary adjustments or repairs to the Facility to remedy such deficiency so that the Annual Capacity Factor for the next Annual Period equals or exceeds the Minimum Capacity Factor. If the Annual Capacity Factor is less than the Minimum Capacity Factor for two (2) consecutive Annual Periods, Georgia Power will have the right to terminate this PPA pursuant to Section 16(a)(iv). For the avoidance of doubt, if Witness Testing is required under the Interconnection Agreement as a result of the Annual Capacity Factor being less than the Minimum Capacity Factor for any Annual Period (including as a result of any adjustments or repairs to the Facility to remedy such deficiency), Customer is responsible for the costs of such Witness Testing as set forth in the Interconnection Agreement.
- b) Maximum Capacity Factor. If the Annual Capacity Factor exceeds the Maximum Capacity Factor for any Annual Period, Georgia Power has the right to terminate this PPA pursuant to Section 16(a)(v) unless, within ninety (90) Days following the end of the Annual Period, Customer establishes, in Georgia Power's reasonable judgment, that the exceedance was due to neither (i) a modification of the Facility, nor (ii) Customer's failure to properly manage the generation output of the Facility during the Annual Period in accordance with prudent industry practices. Georgia Power is entitled to inspect the Facility if the Annual Capacity Factor exceeds the Maximum Capacity Factor. For the avoidance of doubt, if Witness Testing is required under the Interconnection Agreement as a result of the Annual Capacity Factor exceeding the Maximum Capacity Factor for any Annual Period, Customer is responsible for the costs of such Witness Testing as set forth in the Interconnection Agreement.

11. Environmental Attributes Included in Solar Output and RECs Retired on Customer's Behalf.

- a) Customer agrees that the sale of energy from the Facility includes all Environmental Attributes, however denominated. Customer will not be entitled to separate or additional compensation for Environmental Attributes. All Environmental Attributes associated with the Solar Output are the sole and exclusive property of Georgia Power; provided, however, Georgia Power will retire the RECs produced by the Customer's Facility on behalf of the Customer. Georgia Power will use a customer attestation form to memorialize such REC retirements. Georgia Power does not guarantee the production of, nor the corresponding quantity of, RECs generated from the Facility. Customer may claim that energy from the Facility was generated from a renewable fuel source and may make public and marketing claims that the RECs produced by the Customer's Facility were retired on the Customer's behalf; provided, however, all such public statements are subject to the prior approval of Georgia Power pursuant to Section 17(b). Customer may not report that it owns any of the RECs to any governmental authority or other party for compliance with any applicable legal requirement or other purpose.
- b) Customer must maintain and provide to Georgia Power such information as may be necessary to substantiate, account for, and track the quantity of Environmental Attributes, including RECs, associated with energy delivered from the Facility. Customer must provide Georgia Power with attestations regarding the accuracy of such information as reasonably requested by Georgia Power. Georgia Power will have the right to disclose such information publicly or to any third party, without the prior consent of Customer, as reasonably required in connection with the operation of Georgia Power's business, including disclosures: (i) to any governmental authority; (ii) to any auditors or any Person that certifies or sets standards with respect to Environmental Attributes; and (iii) as necessary for Georgia Power to defend, verify or substantiate its ownership of the Environmental Attributes under this PPA.
- c) Upon Georgia Power's request, Customer agrees to cooperate with Georgia Power to obtain compliance with any required documentation or reporting obligation under any federal or state renewable energy plan to certify the Facility or the Environmental Attributes. At the written request of Georgia Power, Customer must use reasonable efforts to obtain verification, from a certification authority that is mutually agreed upon by the Parties, that the Environmental Attributes sold to Georgia Power pursuant to this PPA are in compliance with the standards set by such certification authority.
- d) Georgia Power's right to the Environmental Attributes under this PPA will in no way cause Georgia Power to be deemed an owner or operator of the Facility or cause Georgia Power to be responsible for the Facility's compliance with any legal requirements.
- e) Customer will not sell or otherwise transfer any of the Environmental Attributes, including RECs, to any Person other than Georgia Power.
- f) Customer will not utilize the Environmental Attributes, or the energy generated with the Environmental Attributes, to satisfy or comply with any applicable legal requirement or any voluntary or involuntary renewable energy requirement, including any renewable portfolio standard, renewable energy standard or any other similar standard or requirement.

12. Billing: Payment.

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

deduct any amounts Customer owes to Georgia Power against any amounts that Georgia Power owes to Customer.

- b) Billing Dispute. Customer and Georgia Power will have twelve (12) months from the date the disputed monthly statement is issued to Customer to question or contest the correctness of any payment or credit. If no question or contest is raised in writing from either Party to the other during such time period, the correctness of all such charges and credits will be conclusively presumed.
- c) Georgia Power Customer Account. Within sixty (60) Days after the Execution Date, Customer must establish an additional Georgia Power Customer Account for the Facility for identification, billing and payment purposes. Pursuant to Georgia Power Rules and Regulations, a fee may be imposed in establishing a new Georgia Power Customer Account. Customer must be enrolled in Georgia Power's paperless billing process.
  - (i) The Person named as the customer on the Georgia Power Customer Account for the Facility must be, and remain for the Term, the same Person as the Customer under this PPA and the "customer" as defined in the Interconnection Agreement.
- d) Station Service. Customer will purchase Station Service provided by Georgia Power under standard rates. If any electric service is required to serve Auxiliary Equipment, Customer must purchase that service from the local electric service provider.

13. Force Majeure.

- a) Force Majeure Event and Performance Suspension. Subject to compliance with Section 13(b), the affected Party will be excused from performance of its obligations hereunder, other than payment obligations that accrued prior to the declaration of the Force Majeure Event, and will not be construed to be in default with respect of such obligation to the extent that, and for so long as, the affected Party's failure to perform such obligations is due to a Force Majeure Event. For the avoidance of doubt, during such Force Majeure Event, Customer is not excused from payment of monthly metering charges, or any service charges owed pursuant to the applicable electric service tariff. The suspension of performance due to a Force Majeure Event will be of no greater scope and of no longer duration than is required by such Force Majeure Event. No Force Majeure Event will extend this PPA beyond the stated Term.
- b) Mitigation for Force Majeure Event. Following the occurrence of a Force Majeure Event, the affected Party must give the other Party written notice thereof as promptly as possible after the affected Party becomes aware of such Force Majeure Event, specifically describing the Force Majeure Event. The affected Party must remedy its inability to perform as soon as reasonably practicable. If Customer is the affected Party, when Customer is able to resume performance of its obligations under this PPA, Customer must provide Georgia Power with a written confirmation that the Force Majeure Event has been cured and any supporting documentation that may be reasonably requested by Georgia Power.
- c) Early Termination Resulting from a Force Majeure Event. If Customer remains unable to perform its obligations hereunder for more than six (6) months following the initial suspension of performance due to the Force Majeure Event, Georgia Power may terminate this PPA effective upon ten (10) Days' prior written notice to Customer. Upon termination of this PPA pursuant to this Section 13(c), the Parties will have no further liability or obligation to each other except as provided in Section 17(n).

14. Amendment; PPA Assignment Customer Name Change.

- a) Amendments. This PPA may be amended only by a written instrument duly executed by both Parties, each of which has received, if applicable, all approvals of governmental authorities of

competent jurisdiction necessary for the effectiveness thereof. In recognition of Georgia Power's administrative burden resulting from multiple amendments requested by Customer, if Customer is a non-residential Customer, Customer agrees that each amendment requested by Customer will be subject to the payment by Customer to Georgia Power of a fee of two thousand five hundred dollars (\$2,500), which must be paid by Customer prior to Georgia Power's execution of the amendment.

- b) PPA Assignment. Customer may not assign this PPA, in whole or in part, except (i) as authorized in Section 14(d), (ii) after prior written notice to Georgia Power, to an entity purchasing Customer or Customer's business at the Premises that will remain a retail electric customer of Georgia Power at the Premises, and (iii) with Georgia Power's prior written consent. Except for assignments authorized under Section 14(d), Customer and the proposed assignee (proposed new Customer) must comply with subsections (i) through (iv) below as conditions precedent to the effectiveness of any assignment of this PPA. If Customer or the proposed assignee fails to comply with any of subsections (i) - (iv) below, the attempted assignment of this PPA will be null and void (except for a collateral assignment pursuant to Section 14(d)). Any assignment of this PPA authorized under this Section 14(a) will constitute, from and after the effective date of such assignment, an acceptance and assumption by the assignee (new Customer) of all obligations of Customer under this PPA and a release and discharge by Georgia Power of the assignor from such obligations arising after the effective date of such assignment.
- (i) Customer must (1) request Georgia Power's consent to such assignment by executing and submitting to Georgia Power a request for consent (the form of which will be available upon request from Georgia Power within five (5) Business Days of receipt of written request) at least twenty (20) Business Days prior to the anticipated effective date of the requested assignment, and (2) receive Georgia Power's consent to the requested assignment, as evidenced by Georgia Power's execution of such written consent.
  - (ii) If **Appendix C** is applicable, it will be a condition precedent of any assignment of this PPA authorized under this Section 14(a) that the assignee (new Customer) maintains Performance Security pursuant to **Appendix C** as of the effective date of the assignment.
  - (iii) As consideration for Georgia Power's administrative burden resulting from multiple assignments of this PPA, each assignment of this PPA authorized under this Section 14(a) will be subject to the payment by Customer to Georgia Power of a fee of five thousand dollars (\$5,000), the payment of which will be a condition to the effectiveness of such assignment of this PPA. However, Georgia Power will not assess such five thousand dollar (\$5,000) fee to any assignment in which both Customer and the proposed assignee (new Customer) are residential Customers. Any payment to Georgia Power of the five thousand dollars (\$5,000) fee under the Interconnection Agreement for an assignment of the Interconnection Agreement involving the same transaction as the assignment of this PPA will satisfy the five thousand dollars (\$5,000) fee requirement under this Section 14(b)(iii).
  - (iv) If Georgia Power executes the written consent, the assignee (new Customer) must execute and submit to Georgia Power the notice of assignment (a form of which will be provided in conjunction with Georgia Power's provision of written consent to the assignment), no later than five (5) Business Days after the effective date of the assignment.
  - (v) Within five (5) Business Days following the effective date of an assignment of this PPA authorized under this Section 14(b), the assignee (new Customer) must set up a new Georgia Power Customer Account for the Facility and provide a W-9 for purposes of billing and payment. Upon establishment of the new Georgia Power Customer Account,

such assignee (new Customer) will be enrolled in Georgia Power's paperless billing process.

- c) Customer Name Change. Customer must provide Georgia Power with thirty (30) Days' prior written notice (the form of which will be available upon request from Georgia Power within five (5) Business Days of receipt of written request) of any change in the name of Customer. Customer must promptly execute an amendment of this PPA to address such name change.
    - (i) Within five (5) Business Days following any name change, Customer must (i) provide an updated W-9 to Georgia Power, (ii) provide proof of a name change with the Georgia Secretary of State's office, and (iii) update its Georgia Power Customer Account with the name change and any other related changes in account information.
    - (ii) If **Appendix C** is applicable, Customer must update the Performance Security to reflect the name change, if and as necessary. Customer must provide proof of any such necessary updates within five (5) Business Days following the name change.
  - d) Financing Assignment. Notwithstanding the requirements of Section 14(a), Customer may assign this PPA, without the prior consent of Georgia Power to a financing entity for collateral purposes in connection with any financing or refinancing of the Facility; provided, however, that any such collateral assignment will not release or discharge Customer from any of its obligations or liabilities under this PPA and will not place any limitation on or otherwise affect Georgia Power's rights and remedies under this PPA or expand the liabilities, risks or obligations imposed on Georgia Power under this PPA.
15. Representations, Warranties and Covenants. Customer makes the following additional representations, warranties or covenants:
- a) [Customer is the sole owner of the Facility/the sole lessee of the Facility.] – or- [Customer procures all Solar Output from the Facility under a Solar Energy Procurement Agreement pursuant to O.C.G.A. § 46-3-60.] Customer has the legal power and authority to own its own properties, to carry on its own business as now being conducted and to enter into this PPA and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this PPA.
  - b) Unless Customer is an individual, Customer is qualified to do business in, and is in good standing with the officials of Georgia and all other governmental or regulatory authorities with jurisdiction, and, if not a Georgia (domestic) entity, it is also organized and in good standing under the laws of the jurisdiction of its organization.
  - c) Customer understands its rights and obligations under this PPA, and this PPA is signed on Customer's behalf by an authorized representative.
  - d) Customer can legally enter into and perform its obligations under this PPA, and no third-party permit, consent, filing, or approval is required to make this PPA valid.
  - e) Customer 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 Customer is a party.
  - f) No legal action is in progress, pending, or to the best of Customer's knowledge, threatened that could, individually or in the aggregate, have a material adverse effect on its ability to perform its contractual obligations or on its business or financial condition.
  - g) Environmental Attributes and Energy. Customer represents, warrants and covenants throughout the Term that:



- (i) Customer agrees to transfer, or cause to be transferred, to Georgia Power good and marketable title to all Environmental Attributes (subject to the required retirement of RECs pursuant to Section 11(a)), free and clear of any liens, taxes, claims, security interests and any other encumbrances.
  - (ii) Customer has not sold or transferred any of the Environmental Attributes, electrical attributes or energy from the Facility to any other Person.
  - (iii) No Environmental Attributes violate any applicable rule or requirement of any certification authority (whether with respect to voluntary or involuntary certification) pertaining to double counting.
- h) Customer represents that it is familiar with Georgia Power's Customer-Connected Solar Program as approved by the Commission in Docket No. 43107 and the underlying orders related thereto, and hereby affirms that it does and will comply at all times with the terms and conditions of such Program and related Commission orders thereunder.
- i) From the Execution Date through the end of the Term, Customer covenants that, from its perspective and due to any of Customer's actions, Georgia Power will not be required by any applicable law or any accounting standard, including but not limited to those implemented or administered by the Financial Accounting Standards Board, to consolidate Customer or any of its Affiliates or permitted assigns as a Variable Interest Entity (VIE) in Georgia Power's or any of its Affiliates' financial statements. Customer covenants to promptly notify Georgia Power following any determination made by Customer or its independent auditor that Customer constitutes a VIE for which Georgia Power is the primary beneficiary and as a result of this PPA considered individually or together with any other power purchase agreements between Customer and Georgia Power.
- j) Customer represents that as of the Execution Date the Site is adequate for the Facility and is lawfully zoned for the Facility. Customer represents that it has Site Control as of the Execution Date and covenants that it will maintain Site Control throughout the Term. Customer represents that Site Control, as of the Execution Date, is free and clear, and covenants that Site Control will remain free and clear throughout the Term, of any lien, right, contract, or other encumbrance that would prevent, limit, or otherwise impede or impair the construction, installation, commissioning, operation, maintenance or repair of the Facility during the Term.
- k) Customer represents that the information in Section 1 (Customer Information) and Section 2 (Facility Description) of **Appendix A** is true and correct.
16. Default; Remedies.
- a) Events of Default. Any one or more of the following events will constitute an "**Event of Default**" by Customer and will give Georgia Power the right to exercise the remedies specified in Section 16(b) unless excused in writing by Georgia Power in Georgia Power's sole discretion:
- (i) Subject to Section 13(a), Customer fails to achieve Mechanical Completion of the Facility by the RMCD; provided, however, if Customer is paying Delay Damages pursuant to Section 8(b), such failure will not become an Event of Default until the earlier of (1) the date that Customer notifies Georgia Power that Mechanical Completion will not be achieved, or (2) ninety (90) Days after the RMCD.
  - (ii) Subject to Section 13(a), Customer fails to submit the Initial Synchronization Request to Georgia Power by the Required Notice Date for Initial Synchronization; provided, however, if Customer is paying Delay Damages pursuant to Section 8(d), such failure will not be an Event of Default until the earlier of (1) the date that Customer notifies

Georgia Power that Initial Synchronization will not be requested, or (2) sixty (60) Days after the Required Notice Date for Initial Synchronization.

- (iii) Subject to Section 13(a), Customer fails to achieve Successful Witness Testing by the date that is one hundred twenty (120) Days after the date of Initial Synchronization.
- (iv) The Annual Capacity Factor is less than the Minimum Capacity Factor for two (2) consecutive Annual Periods.
- (v) Subject to Section 10(b), the Annual Capacity Factor exceeds the Maximum Capacity Factor for an Annual Period.
- (vi) The Facility output exceeded the Interconnection Limit.
- (vii) The Interconnection Agreement is terminated as a result of a Customer breach of the agreement.
- (viii) Customer makes any sale, transfer, or disposition of any Solar Output from the Facility to a third party.
- (ix) Customer or any of its Affiliates, [or a Solar Financing Agent (if applicable)], or any of their employees, contractors, subcontractors, agents or representatives, willfully adjust or tamper with the meter without Georgia Power's prior written consent.
- (x) Customer fails to comply with Section 14(a) in connection with an attempted assignment of this PPA.
- (xi) Customer fails to pay Georgia Power any undisputed amount payable by Customer to Georgia Power pursuant to this PPA by the due date and Customer fails to cure such failure to pay within ten (10) Business Days after receipt of written demand from Georgia Power.
- (xii) Customer fails to furnish Eligible Collateral pursuant to Section 8(b) or Section 8(d).
- (xiii) If **Appendix C** is applicable, Customer fails to comply with or cause compliance with the Performance Security requirements of **Appendix C**, unless cured by the end of the next Business Day following receipt of a written notice from Georgia Power of such failure to comply with **Appendix C**.
- (xiv) A court having jurisdiction enters: (1) a decree or order for relief in respect of Customer in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law; or (2) a decree or order, which was sought by any Person other than Customer, adjudicating Customer bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Customer under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of Customer or of any substantial part of its affairs.
- (xv) Customer (1) commences a voluntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or any other case or proceeding to be adjudicated a bankrupt or insolvent; (2) consents to the entry of a decree or order for relief in respect of Customer in any involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it; (3) files any petition, answer or consent seeking reorganization or relief under any applicable federal or state law, which, if granted would have the effect of relieving

Customer of any of its obligations; (4) consents to the filing of any petition for, or to the appointment of or the taking of possession by, a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official for Customer or for any substantial part of its property; (5) makes an assignment for the benefit of creditors; (6) admits in writing its inability to generally pay its debts as they become due; or (7) takes any action in furtherance of any of the foregoing.

- (xvi) Any representation, warranty, or covenant made by Customer in Section 15 proves to be incorrect in any material respect when made, unless Customer promptly commences and diligently pursues action to cause such representation, warranty, or covenant to become true in all material respects and does so within thirty (30) Days after notice thereof has been given to Customer by Georgia Power (unless such cure is not capable of being effected within such thirty (30) Day period, in which case Customer will have an additional thirty (30) Day period in which to perform such cure) and such cure removes any material adverse effect on Georgia Power of such representation, warranty, or covenant having been incorrect; provided, however, that no Event of Default by Customer pursuant to Section 15(i) will occur pursuant to this Section 16(a)(xvi) if Customer cooperates with Georgia Power during the cure period and Customer takes commercially reasonable actions (without causing a material adverse effect on Georgia Power) necessary to bring about a determination by Georgia Power and its independent auditor that Customer does not constitute a VIE in Georgia Power's or any of its Affiliates' financial statements for which Georgia Power is the primary beneficiary as a result of this PPA; provided, further, if Georgia Power becomes a primary beneficiary by no fault of Customer and a cure cannot be effected within the cure period, Georgia Power may terminate this PPA.
  - (xvii) Customer fails to comply with Section 12(c)(i).
  - (xviii) Customer fails to perform or comply with any other material term or condition of this PPA, other than those listed in Sections 16(a)(i) through 16(a)(xvii), which failure continues for thirty (30) Days after written notice from Georgia Power.
- b) Termination for Default; Termination Damages.
- (i) Upon the occurrence and during the continuation of an Event of Default by Customer, Georgia Power will be entitled to terminate this PPA and set a termination date by giving written notice thereof to Customer.
  - (ii) If Customer is not a residential Customer, and Georgia Power terminates this PPA under Section 16(b)(i), Georgia Power will be entitled to recover from Customer all amounts then owed by Customer to Georgia Power under this PPA (including any unpaid Delay Damages, if applicable) and recover from Customer liquidated damages for such termination ("**Termination Liquidated Damages**") in the applicable amount corresponding to the termination date as set forth in the Termination Liquidated Damages Table in **Appendix A**. For the avoidance of doubt, if Georgia Power terminates this PPA pursuant to Section 16(b)(i) for an Event of Default by Customer under Section 16(a)(i) or Section 16(a)(ii), then Customer will owe Georgia Power the Termination Liquidated Damages pursuant to this Section 16(b)(ii) in addition to the Delay Damages that accrue under Section 8(b) and Section 8(d), as applicable, prior to such termination.
  - (iii) If Customer is a residential Customer, and Georgia Power terminates this PPA under Section 16(b)(i), Georgia Power will be entitled to recover from Customer all amounts then owed by Customer to Georgia Power under this PPA (including any unpaid Delay Damages, if applicable) and the net present value of all monthly metering charges that would have accrued under Section 7 for the remainder of the Term, plus the expense

of collection and interest at the legal rate. In addition, Georgia Power will be entitled to pursue all other remedies available to Georgia Power at law or in equity as a result of such Event of Default and termination, including the right to collect from Customer any and all damages owed as a result of such Event of Default and termination of this PPA.

- c) Limitation of Remedies, Liability and Damages. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS PPA SATISFY THE ESSENTIAL PURPOSE HEREOF FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGE IS PROVIDED, AND IN SUCH EVENT SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE; PROVIDED, HOWEVER, THAT SUCH LIMITATION WILL NOT APPLY (1) IN THE CASE OF AMOUNTS OWED TO THIRD PARTIES FOR WHICH INDEMNIFICATION IS PROVIDED UNDER THIS PPA, (2) TO LIMIT THE LIABILITY OF CUSTOMER FOR LIQUIDATED DAMAGES SPECIFIED HEREIN, OR (3) TO LIMIT THE LIABILITY OF A PARTY WHOSE ACTIONS GIVING RISE TO SUCH LIABILITY CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IT IS EXPRESSLY AGREED THAT THE LOST VALUE OF ANY INVESTMENT TAX CREDIT OR ANY OTHER SIMILAR TAX CREDIT OR BENEFIT WILL BE CONSIDERED CONSEQUENTIAL DAMAGES. TO THE EXTENT THE DAMAGES REQUIRED TO BE PAID UNDER THIS PPA ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE ACTUAL DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES DO NOT CONSTITUTE A PENALTY AND ARE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

17. Miscellaneous.

- a) Commission Approval and Modification.
- (i) Georgia Power will request certification of this PPA from the Commission within thirty (30) Days after Georgia Power's execution of this PPA. If the Commission fails to approve this PPA, or approves this PPA with modifications or conditions that are not acceptable to Georgia Power, Georgia Power will have the right to terminate this PPA upon written notice to Customer; provided, however, that such notice is delivered to Customer no later than fifteen (15) Days after the date of the applicable order of the Commission.
  - (ii) Terms and conditions of Georgia Power's Customer-Connected Solar Program, as approved by the Commission (including Georgia Power Company's Distributed Generation Customer-Connected Program Guidelines approved by the Commission on **[Insert date]** are incorporated by reference in this PPA. If the Commission modifies or eliminates the Customer-Connected Solar Program, the Parties agree to request that the Commission determine the contractual obligations of the Parties relative to this PPA for the remainder of the Term.
- b) Public Statements; Press Releases. Customer will not issue any public statement, press release, internet/website/social media posting, or other publication concerning (i) the Facility with respect to this PPA, or (ii) Customer's relationship with Georgia Power without such communication first being reviewed and agreed upon by the Parties before release to the public. In addition, Customer is responsible for ensuring that its contractors, Affiliates [and, if a Solar Energy Procurement Agreement is applicable to the Facility, the Solar Financing Agent], and each of their respective employees, contractors, and agents fully comply with this Section 17(b).

- c) Photographs. Within five (5) Business Days following Georgia Power's request, Customer must provide Georgia Power with photographs of the Facility or Site, which may be used by Georgia Power for verification of Customer's compliance with this PPA and the Interconnection Agreement, for informational purposes, and for promoting awareness of Georgia Power's renewable programs.
- d) Interpretation. In this PPA and in all attached or incorporated documents: (i) whenever the term "including" or "e.g." is used herein, in connection with a listing of items included within or an example of the prior reference, such listing will be interpreted to be illustrative only, and will not be interpreted as a limitation on or exclusive listing of the items included in the prior reference; and (ii) "or" means either or both (i.e., "A or B" means "A or B or both A and B"). Unless otherwise specified, a reference to a given agreement or instrument, and all the schedules, exhibits, appendices and attachments thereto, will be a reference to that agreement or instrument as modified, amended, supplemented and restated, and in effect from time to time. Whenever the term "consent" or "approval" is used, such consent or approval will not be unreasonably withheld, conditioned or delayed by the consenting or approving Party, unless this PPA provides such consent or approval is in the sole discretion of the consenting Party. Defined terms may be singular or plural, as the context requires. If the Party has provided email contact information, "written" or "in writing" includes email communication, absent express statement otherwise. Reference to: (1) a Party or Person includes any allowed successor or assign; (2) a regulatory authority includes an authority succeeding to the same function; and (3) an applicable law is to the law as modified or amended, and then effective. Captions are for convenience only and do not affect PPA interpretation.
- e) No Waiver. Neither Georgia Power's nor Customer's failure to enforce any provision or provisions of this PPA will in any way be construed as a waiver of any such provision as to any future violation thereof, nor prevent such Party from enforcing each and every other provision of this PPA at such time or at any time thereafter.
- f) Governing Law. The validity, interpretation and performance of this PPA, and each of its provisions, and all matters, including torts, arising under this PPA, will be governed by the laws of the state of Georgia, without reference to any conflicts of law provisions that would require the application of the laws of another state. The Parties agree that the state and federal courts, as applicable, of the state of Georgia will have exclusive jurisdiction for the resolution of disputes under this PPA and the Parties consent to such jurisdiction and venue and, to the fullest extent allowed by applicable law, waive any objection to this jurisdiction or venue. The invalidity or unenforceability of one or more provisions will not affect validity or enforceability of any other provision or of this PPA as a whole.
- g) Compliance with Law. Customer agrees that from the Execution Date and throughout the Term, Customer must comply with all applicable federal and state law, including without limitation O.C.G.A. §§ 46-3-1 et seq.
- h) PURPA. Customer agrees that the Facility is considered a Qualifying Facility ("**QF**") within the meaning of Section 292.101(b)(1) of the regulations promulgated under the Public Utility Regulatory Policies Act ("**PURPA**"), 18 C.F.R. Subpart C, Section 292. Any sales by Customer to Georgia Power pursuant to this PPA will be deemed to be in accordance with the obligations of Georgia Power and the Commission pursuant to PURPA and the Commission's related orders. If the Facility is sized one (1) MW or larger, Customer is responsible for ensuring the Facility is certified and in good standing as a QF throughout the Term with the Federal Energy Regulatory Commission.
- i) Entire Agreement. This PPA (including the Appendices A through D, and Georgia Power's Distributed Generation Customer-Connected Solar Program Guidelines and Attachments A through G) constitutes the entire understanding between the Parties and supersedes any previous agreements between the Parties regarding the purchase and sale of Solar Output from

the Facility. The Parties have entered into this PPA in reliance upon the representations and mutual undertakings contained herein and not in reliance upon any oral or written representations or information provided by one Party to the other Party not contained or incorporated herein. This PPA will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision of this PPA. Each appendix, attachment, or other document attached to or referenced in this PPA is incorporated into, and is integral to, this PPA as if included in the main body.

- j) Counterparts. This PPA may be executed in two (2) counterparts and by electronic transmission of signatures in portable document format (PDF) or other electronic format, each of which will be deemed an original but all of which together will constitute one and the same instrument.
  - k) Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder must be in writing and will be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by electronic transmission (including by e-mail) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, or (iv) on the third (3rd) Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communication must be sent to the respective Parties at the applicable addresses set forth in **Appendix A**, unless Customer or Georgia Power have designated a different officer or address by electronic mail, posting or hand delivery to the address set forth in **Appendix A**.
  - l) No Third-Party Beneficiary. Nothing in this PPA will be construed to create any duty, obligation or liability of Georgia Power to any Person or entity not a party to this PPA. No Affiliate of Georgia Power is liable for Georgia Power's performance or nonperformance.
  - m) Further Assurances. Customer agrees to use diligent efforts to promptly execute any other agreements (including amendments to this PPA) as may be requested by Georgia Power in connection with the purposes of this PPA.
  - n) Survival of Rights. All provisions of this PPA that expressly or by implication are in force and effect following the expiration or termination of this PPA will remain in effect and be enforceable following such expiration or termination, including all provisions of this PPA that must survive in order to give force and effect to the rights and obligations of the Parties under this PPA. Expiration or termination of this PPA will not relieve either Party of its liabilities or obligations that accrue prior to or at termination, and such liabilities and obligations will survive termination of this PPA.
18. Definitions. Definitions otherwise not defined herein, have the meaning as follows:
- a) **"Affiliate(s)"** – means for any specific Person, any other Person directly or indirectly controlling or controlled by or under common control with such specified Person. For purposes of this definition, "control" when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. For purposes of this PPA, it is assumed that the direct or indirect owner of fifty percent (50%) or more of the outstanding stock or other equity interest of a Person has "control" of such Person; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.
  - b) **"AC"** – means alternating current.
  - c) **"Annual Capacity Factor"** – means the following, expressed as a percentage:

$$\frac{\text{(Annual Delivered Energy + Force Majeure Energy + Excused Curtailed Energy)}}{\text{}} /$$

(8760 \* Facility Size)

- d) **“Annual Delivered Energy”** – means the amount of energy, in kWh AC, delivered by Customer to Georgia Power at the Point of Interconnection during the applicable Annual Period pursuant to this PPA.
- e) **“Annual Period”** – means any one of a succession of consecutive twelve (12) month periods, the first of which will begin on the first (1st) Day of the month following Customer’s obtaining Commercial Operation Authorization; provided, however, if Commercial Operation Authorization occurs on the first Day of a month, the first Day of the first Annual Period is the date of Commercial Operation Authorization.
- f) **“Auxiliary Equipment”** – means auxiliary or ancillary equipment at or otherwise supporting the Facility, including lights and security equipment and systems (e.g., gates and cameras).
- g) **“Business Day”** – means any Day excluding Saturday and Sunday and excluding any Day on which banking institutions in Atlanta, Georgia are closed because of a federal holiday.
- h) **“Commercial Operation Authorization”** or **“COA”** – means Georgia Power’s written notice to Customer pursuant to the provisions of Section 8(e) that the Facility can commence commercial operation.
- i) **“Commission”** – means the Georgia Public Service Commission.
- j) **“Creditworthy”** – means a Person (i) with an investment grade rating from two (2) of the three (3) Rating Agencies such that its senior unsecured debt (or issuer rating if such Person has no senior unsecured debt rating) is rated at least (1) BBB- by S&P, if rated by S&P, (2) Baa3 by Moody’s, if rated by Moody’s, and (3) BBB- by Fitch, if rated by Fitch, respectively, and (ii) has satisfactory and verifiable creditworthiness determined in Georgia Power’s sole discretion.
- k) **“Customer”** – means a retail electric service customer of Georgia Power Company, as defined in Georgia Power’s Rules and Regulations, who is the counterparty to Georgia Power in this PPA.
- l) **“Customer’s Property”** – means the Customer’s Premises and all adjacent contiguous tracts of land utilized by the Customer.
- m) **“Customer-Connected Solar Program”** – has the meaning assigned in the recital clause.
- n) **“Customer Guaranty”** – means a guaranty, the form of which is included in Georgia Power Company’s Distributed Generation Customer-Connected Solar Program Guidelines as **Attachment G**, from a guarantor who is acceptable to Georgia Power and who is Creditworthy, in Georgia Power’s sole judgment, to secure Customer’s obligations under the guaranty, which provides for payment to Georgia Power upon demand.
- o) **“Day(s)”** – means a calendar day.
- p) **“DC”** – means direct current.
- q) **“Delay Damages”** – means liquidated damages in an amount equal to the lesser of (i) one dollar per kW (\$1.00/kW) AC of the Facility (prorated for partial kW) per Day, or (ii) one thousand dollars (\$1,000) per Day (including partial Days).
- r) **“Eligible Collateral”** – means (i) cash deposited into a Security Account or as otherwise deposited with Georgia Power as the Parties may agree, (ii) a Letter of Credit, or (iii) a Customer Guaranty.

- s) **“Environmental Attributes”** – means (i) any and all fuel-related, emissions-related, air quality-related or other environmental-related aspects, claims, characteristics, benefits, credits, including RECs, reductions, offsets, savings, allowances, efficiencies, certificates, tags, attributes, demand reductions or similar products or rights (including all of those relating to greenhouse gases and all green certificates, green tags, renewable certificates and renewable energy credits, CO2 credits, emissions reduction credits and all those that otherwise arise or result from the generation of energy from the Facility, and all those arising or resulting from the existence of the Facility) (1) howsoever titled and whether known or unknown, (2) whether existing as of the Execution Date or at any time during the Term, and (3) whether such Environmental Attributes have been certified or verified under any renewable standard, including all those that could qualify or do qualify for application toward compliance with any local, state, federal or international renewable energy portfolio standard, green pricing program, renewable energy program, carbon reduction or greenhouse gas reduction initiative, electricity savings program, or other environmental program, incentive, mandate or objective, in each case whether voluntary or mandatory, and (ii) any environmental benefit Georgia Power otherwise would have realized from or related to the Facility if Georgia Power rather than Customer had constructed, owned or operated the Facility. Environmental Attributes do not include production, energy or investment tax credits.
- t) **“Excused Curtailed Energy”** – means, with respect to any Annual Period, any amount of energy not delivered from the Facility to the Point of Interconnection as a result of Georgia Power temporarily disconnecting the Facility, or curtailing the delivery of energy from the Facility, under the Interconnection Agreement, provided that, and only to the extent that, such disconnection or curtailment is not caused by Customer or the Facility (including any failure of the Customer or the Facility to fully comply with the Interconnection Agreement). Excused Curtailed Energy will be calculated pursuant to a methodology to be determined by mutual agreement of the Parties.
- u) **“Execution Date”** – means the date on which Georgia Power executes this PPA.
- v) **“Facility”** – means Customer’s distributed generation solar facility as described in **Appendix A**.
- w) **“Facility Size”** – has the meaning assigned in **Appendix A**.
- x) **“Final Facility Documents”** – means the final Facility documents required by Georgia Power for use in the design, procurement, construction and installation of its interconnection facilities (including the final Facility one-line diagram, Site plan, and panel and inverter specifications), which are not subject to substantively change in any material way.
- y) **“Force Majeure Energy”** – means the amount of energy that Customer is excused from delivering to the Point of Interconnection, or that Georgia Power is excused from receiving at the Point of Interconnection, pursuant to Section 13. Force Majeure Energy will be calculated pursuant to a methodology to be determined by mutual agreement of the Parties.
- z) **“Force Majeure Event”** – means any occurrence, non-occurrence or set of circumstances that is beyond the reasonable control of such Party, is not reasonably foreseeable, and is not caused by such Party’s negligence, inaction, lack of due diligence, breach of this PPA, or failure to follow prudent industry practices. The term Force Majeure Event will not include: (i) the inability to meet a legal requirement or the change in a legal requirement; (ii) any inability to obtain or maintain, or delay in obtaining, any permit, approval or other consent required from a governmental authority; (iii) equipment failure or equipment damage in the case of the Facility or any failure of Customer’s contractors, suppliers or vendors, unless such failure or damage results directly from an event that would otherwise constitute a Force Majeure Event hereunder; (iv) change in market conditions that affects the cost or availability of equipment, materials, supplies or services, unless such cost or availability change results directly from an event that would otherwise constitute a Force Majeure Event hereunder; (v) unavailability, variability, or lack of



adequate solar insolation, unless such unavailability, variability, or lack of adequate solar insolation results directly from an event that would otherwise constitute a Force Majeure Event hereunder; and (vi) failure or inability to obtain or retain sufficient funds for any reason, or Customer's loss of or inability to obtain or retain any tax credits or other incentives with respect to any portion of the Facility.

- aa) **"Georgia Power Distribution Circuit"** – means a Georgia Power-owned circuit operating at greater than 1 kV but less than 34.5 kV, excluding facilities, equipment or other devices inside a substation or behind a primary meter.
- bb) **"Georgia Power Rules and Regulations"** – means the Georgia Power Rules, Regulations and Rate Schedules for Electric Services, on file with the Commission, and as may be amended from time to time.
- cc) **"Initial Synchronization"** – means Georgia Power's energization of its interconnection facilities to allow trial parallel operation of the Facility (including export of test electric energy to the designated Georgia Power Distribution Circuit for no more than seven (7) consecutive Days).
- dd) **"Initial Synchronization Request"** – means Customer's written notice to Georgia Power (i) informing Georgia Power that, as of the date of such request, the Facility is ready for Initial Synchronization, and (ii) requesting Initial Synchronization when Georgia Power is ready to provide Initial Synchronization.
- ee) **"Interconnection Agreement"** – means Georgia Power's interconnection agreement that Customer is required to execute for the interconnection of the Facility to the Georgia Power Distribution Circuit.
- ff) **"Interconnection Costs"** – means all costs and expenses (including overheads) arising in connection with the technical review, design, procurement, construction, and installation of facilities required for the interconnection of the Facility to the Georgia Power Distribution Circuit and ongoing maintenance of such interconnection facilities (including costs associated with obtaining property or property rights required for interconnection, such as easements).
- gg) **"Interconnection Limit"** – means the maximum power output (kW AC) specified in **Appendix A** and in the Interconnection Agreement.
- hh) **"kW"** – means kilowatt (AC).
- ii) **"kWh"** – means kilowatt-hour (AC).
- jj) **"Letter of Credit"** – means an irrevocable standby letter of credit, the form of which is included in Georgia Power Company's Distributed Generation Customer-Connected Solar Program Guidelines as **Attachment F**, that is (i) is issued by a U.S. commercial bank or a U.S. branch of a foreign bank with total assets of at least ten billion dollars (\$10,000,000,000) and having a general long-term senior unsecured debt rating of A minus or higher as rated by S&P, or A3 or higher as rated by Moody's, or A minus or higher as rated by Fitch, and (ii) otherwise acceptable to Georgia Power in Georgia Power's sole discretion.
- kk) **"Maximum Capacity Factor"** – means (i) twenty percent (20%) for a fixed tilt Facility, or (ii) twenty-eight percent (28%) for a tracking Facility.
- ll) **"Mechanical Completion"** – means, and will be deemed to have occurred upon, the satisfaction of the following criteria and conditions: (i) Customer has provided Georgia Power the Final Facility Documents as outlined in Section 6(b), (ii) Customer has completed the assembly, construction and installation of the Facility and the Facility is mechanically, electrically and functionally complete and sound, including that all wiring, controls, instruments, relays, and

safety systems are installed and capable of operation; and (iii) the Facility has passed an electrical inspection (as evidenced by appropriate inspection documentation) by either the appropriate city or county inspection authority or a licensed electrician or registered professional engineer if there is no inspecting authority; and (iv) Customer has obtained any and all other governmental approvals required for the operation of the Facility; (v) the Facility otherwise is ready for Initial Synchronization; and (vi) Customer has submitted the Mechanical Completion Certificate to Georgia Power.

- mm) **“Mechanical Completion Certificate”** – means a written certification by Customer that the Facility has achieved Mechanical Completion, in the form of **Appendix D**.
- nn) **“Minimum Capacity Factor”** – means (i) ten percent (10%) for a fixed tilt Facility, or (ii) fourteen percent (14%) for a tracking Facility.
- oo) **“Performance Security”** – has the meaning assigned in **Appendix C**.
- pp) **“Person”** – means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or governmental authority.
- qq) **“Point of Interconnection”** – means the unique physical point at which the Facility is interconnected to the Georgia Power Distribution Circuit, in accordance with the Interconnection Agreement, where Customer delivers energy and Georgia Power purchases energy generated from the Facility pursuant to this PPA.
- rr) **“Premises”** means a building, structure, or facility to which electricity is being furnished, provided that two or more buildings, structures or facilities that are located on one tract or contiguous tracts of land and are utilized by one electric consumer will together constitute one Premises; provided, however, that any such building, structure, or facility will not, together with any other building, structure, or facility, constitute one Premises if the permanent service to it is separately metered and the charges for such service are calculated independently of charges for service to any other building, structure, or facility; provided, further, that any outdoor security light, or any outdoor sign requirement less than 2200 watts, will not constitute a Premises.
- ss) **“Rating Agencies”** – means the rating entities of S&P, Moody’s or Fitch.
- tt) **“Registry”** – has the meaning assigned in Section 11(a).
- uu) **“Renewable Energy Credits”** or **“RECs”** - means any and all credits, including any emissions reduction credits, such as CO2 emission reduction credits, for renewable energy that could qualify or do qualify for application toward compliance with any local, state, federal or international renewable energy portfolio standard, green pricing program or other renewable energy or environmental mandate or objective, whether at the Effective Date or at any time during the Term.
- vv) **“Required Mechanical Completion Date”** or **“RMCD”** – has the meaning assigned in **Appendix A**.
- ww) **“Required Notice Date for Initial Synchronization”** – means the date that is sixty (60) Days after the date of Mechanical Completion of the Facility.
- xx) **“Security Account”** – means an account designated by Georgia Power for the benefit of Georgia Power, under the exclusive control of Georgia Power free and clear of all liens (including the lien of any lender) of any Person or entity other than Georgia Power. Any Georgia Power Security Account must be established and maintained at the expense of Customer and held by

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

- yy) **“Site”** – means the physical location where the Facility will be or is located.
- zz) **“Site Control”** – means control of the Site by Customer in one of the following forms: (i) Customer owns the Site (evidenced by a deed recorded in the county property records); or (ii) Customer leases the Site (pursuant to a current binding written agreement between Customer and the owner or lessor of the Site); or (iii) Customer holds a current binding easement or license at the Site that grants Customer express rights to construct, install, operate, maintain and repair the Facility at the Site throughout the Term.
- aaa) [**“Solar Energy Procurement Agreement”** – has the meaning assigned in O.C.G.A. § 46-3-62.
- bbb) **“Solar Financing Agent”** - has the meaning assigned in O.C.G.A. § 46-3-62.]
- ccc) **“Solar Output”** – means the energy, and all the associated Environmental Attributes, electrical products, and capacity, produced by and associated with the Facility.
- ddd) **“Station Service”** – means energy that is used to serve the electrical requirements of the Facility and includes the step-up transformer losses between the Facility and the Point of Interconnection.
- eee) **“Successful Witness Testing”** – has the meaning assigned in Section 8(e).
- fff) **“Term”** – has the meaning assigned in **Appendix A**.
- ggg) **“Termination Liquidated Damages”** – has the meaning assigned in Section 16(b)(ii).
- hhh) **“Witness Testing”** – means all live testing of the Facility while operating in parallel with the electric system in accordance with Georgia Power distribution test policy.

[The next page is the signature page.]

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

**CUSTOMER**

Company Name: \_\_\_\_\_  
(if applicable)

Name (Please print): \_\_\_\_\_

Title: \_\_\_\_\_  
(if applicable)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**GEORGIA POWER COMPANY**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Execution Date: \_\_\_\_\_

**APPENDIX A**

**Section 1A: Customer Information:**

\_\_\_\_\_  
Complete Customer Name

\_\_\_\_\_  
(If not an individual) Business Form (*i.e.*, corporation, LLC, etc.)

\_\_\_\_\_  
State of Incorporation/Formation

**Section 1B: [Contractor Information] [Solar Financing Agent]:**

\_\_\_\_\_  
Complete Name

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

\_\_\_\_\_  
State of Incorporation/Formation

**Section 2: Facility Description (PPA Section 1):**

\_\_\_\_\_  
Facility's Service Address

Facility Size:

[ ] kW AC at unity power factor

Solar Photovoltaic Panels:

Orientation:       Fixed Tilt  Tracking

Inverter(s):

Phase:  3Ø       1Ø

Interconnection Limit (PPA Section 9(b)):

Power Factor: [ ]% unity -or- reactive power absorbing -or- reactive power injecting

Interconnection Limit (Maximum Power Output): [ ] kW AC

**Section 3: Term**

**Term (PPA Section 2):** [10/15/20/25/30] Annual Periods

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

**Required Mechanical Completion Date or RMCD:** the date that is [\_\_\_\_\_] Days after the Execution Date.

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

To Georgia Power:

Georgia Power Company  
Renewable Development Project Manager  
Bin 10172  
241 Ralph McGill Blvd.  
Atlanta, Georgia 30308  
Email: G2GPCERG@southernco.com

To Customer:

\_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

(Applicable if Customer is not a residential Customer)

<b>Term (years)</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>	<b>30</b>
<b>Amount (\$/kW)</b>	60	60	60	100	145

**APPENDIX B  
ESCALATING PRICE SCHEDULE**

All values in cents/kWh

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

All values in cents/kWh

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

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

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

**APPENDIX C**  
**PERFORMANCE SECURITY**  
[Not Applicable to Residential Customers]

Pursuant to PPA Section 5, if Customer is not a residential customer and Customer is not Creditworthy, then no later than the date of the Initial Synchronization Request, Customer must deliver to Georgia Power performance security in the form of Eligible Collateral ("**Performance Security**"). The amount of Performance Security that Customer is required to maintain over the Term is set forth in the Performance Security Table below.

1. Supplemental and Replacement Performance Security. If any replacement of Performance Security is required to maintain compliance with this **Appendix C**, Customer must deliver such replacement Performance Security to Georgia Power no later than ninety (90) Days prior to the date when the existing Eligible Collateral will expire. If Customer fails to comply with the preceding sentence, Georgia Power will be entitled, without limitation to its other remedies under the PPA or at law, to draw the full amount of the existing Performance Security prior to the expiration date thereof. If Customer seeks to replace Eligible Collateral used for Performance Security with a different form of Eligible Collateral allowed under this PPA and such replacement is not part of a replacement of Performance Security required to maintain compliance with this **Appendix C**, then Customer must pay Georgia Power a fee of two thousand five hundred dollars (\$2500) as a condition to such replacement of Eligible Collateral.
2. Draws and Replenishment of Performance Security. In addition to the draws permitted by subsection (1) above, Georgia Power may draw upon the Performance Security to recover any damages arising from a breach of this PPA by Customer or other amounts due and owing to Georgia Power pursuant to the PPA, including Termination Liquidated Damages owed under Section 16(b)(ii). In the event of a draw on the Performance Security, then, unless Georgia Power has exercised its right to terminate the PPA pursuant to Section 16(b), Customer must replenish the Performance Security to the full amount required by this **Appendix C** within three (3) Business Days after notice of such draw.
3. Creditworthy Status. If a Creditworthy Customer loses its Creditworthy status during the Term, Customer must deliver Performance Security to Georgia Power in the amount specified in this **Appendix C** within five (5) Business Days. If Georgia Power subsequently determines that Customer has regained its Creditworthy status, upon request from Customer, Georgia Power will return the Performance Security within five (5) Business Days of such request.

**Performance Security Table**  
(based on Facility Size)

Term (years)	10	15	20	25	30
<b>Amount (\$/kW)</b>	60	60	60	100	145



**APPENDIX D**  
**MECHANICAL COMPLETION CERTIFICATE**

Georgia Power Company  
Renewable Development Project Manager  
Bin 10172  
241 Ralph McGill Blvd.  
Atlanta, Georgia 30308  
Email: G2GPCERG@southernco.com

Re: Mechanical Completion Certificate for Distributed Generation Customer-Connected Solar Power Purchase Agreement (“PPA”) between Georgia Power Company (“Georgia Power”) and [ ] (“Customer”) (GPC- [ ])

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

- (i) Customer has provided Georgia Power the Final Facility Documents as outlined in Section 6(b);
- (ii) Customer has completed the assembly, construction and installation of the Facility and the Facility is mechanically, electrically and functionally complete and sound, including that all wiring, controls, instruments, relays, and safety systems are installed and capable of operation; and
- (iii) the Facility has passed an electrical inspection (as evidenced by appropriate inspection documentation) by either the appropriate city or county inspection authority or a licensed electrician or registered professional engineer if there is no inspecting authority; and
- (iv) Customer has obtained any and all other governmental approvals required for the operation of the Facility; and
- (v) the Facility otherwise is ready for Initial Synchronization.

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

**CUSTOMER**

Name (Please print): \_\_\_\_\_

Title:  
(if applicable) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_