

QF Interconnection Study Agreement
for Generator Interconnection Request GPCQF-####
between
Georgia Power Company and #GeneratorLegalName#

Georgia Power Company (“GPC”), a Georgia corporation, and #GeneratorLegalName# (“Generator”), #a/an #OrgState #OrgStructure, enter into this QF Interconnection Study Agreement (“Study Agreement”) as of the Effective Date shown on the signature page. GPC and Generator (the “Parties”) acknowledge:

- GPC, an electric service provider, owns facilities for transmission of electric power that are part of the “Electric System”; and
- Generator owns, or will own, #FacilityEnergySource electric energy generating equipment of #InstalledCapacity# megawatts (MW) AC (“Facility”) and known as #FacilityName#;
- Generator submitted to GPC a QF Interconnection Request GPCQF-####, dated MM/DD/YY seeking to interconnect its Facility or modify the interconnection of its existing Facility to GPC and to conduct parallel operation of its Facility with the Electric System located #at the/on the# #POI# #kV Substation/Line#;
- Generator’s Facility is or will be a Qualifying Facility (“QF”) under the Public Utility Regulatory Policies Act of 1978 (“PURPA”);
- Generator desires to establish an interconnection for the sale to GPC of 100% of the Facility output available for sale for resale and also to enter into #a/an # year Standard Contract for the Purchase of Non-Firm Energy from a Qualifying Facility with GPC OR a Modified Standard Contract for the Purchase of Non-Firm Energy from a Qualifying Facility with GPC (“Energy Only PPA”); and
- In contemplation of entering into a QF interconnection agreement (“QFIA”) for the Facility and at Generator’s request, GPC will now perform a QF Interconnection Study to determine the Electric System additions, modifications, or upgrades necessary for GPC to provide Interconnection Service in accordance with the QFIA and PURPA (“QF Interconnection Study”).
- The QF Interconnection Study will be performed in accordance with the *GPC State-Jurisdictional Qualifying Facility Transmission Generator Interconnection Procedures* (“Procedures”) and Southern Company’s *State-Jurisdictional Qualifying Facility Transmission Generator Interconnection Study Process* (“Study Process”) (the Procedures and the Study Process are incorporated by this reference).
- This Study Agreement uses the definitions, defined terms, and rules of construction identified in this Study Agreement or in the Procedures or the Study Process.

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

PART 1 QF INTERCONNECTION STUDY

1.1 Scope. GPC (or, if applicable, GPC’s affiliate Southern Company Services, Inc. (“SCS”)) will perform the QF Interconnection Study to evaluate the impact of the proposed interconnection on the safety and reliability of the Electric System and firm delivery of the QF’s output to GPC’s Native Load in compliance with PURPA. The QF Interconnection Study will be based on the technical information provided by the Generator in the QF Interconnection Request, as may be modified as the result of the scoping meeting. GPC may request additional technical information as reasonably necessary to complete the study. The QF Interconnection Study generally consists of a short circuit analysis, a grounding review, reactive power analysis, regional transfer capability, nuclear plant off-site power analysis (where applicable), a stability analysis, power quality and harmonics evaluation, power flow analysis, and system strength assessment. In addition, a site visit will be performed as described in Section 1.4. Estimated cost and timeline associated with improvements to the Electric System due to the QF’s interconnection and delivery to GPC native load will be provided to the Generator. Upgrades to a potential Affected System-Interconnection Utility are discussed in Section 1.2 (*Coordination with Affected System-Interconnection Utilities*). In accordance with Section 3.4.B of the Study Process, if the Generator wishes to modify its Point of Interconnection (POI) after its designation following the

scoping meeting, GPC will determine whether the QF Interconnection Study may proceed (under an extended time period) or the modified POI constitutes a new QF Interconnection Request.

1.2 Affected Systems. The proposed QF Interconnection Service may impact one or more Electric System utilities other than GPC or other electric facility owners (each an “**Affected System**”). As explained in the Procedures, one or more Affected Systems may also be an Affected System-Interconnection Utility.

1.3 Coordination with Affected System-Interconnection Utilities. If GPC has identified any potential Affected System-Interconnection Utility, each such entity is listed in Exhibit A. Generator must engage directly with each identified or potential Affected System-Interconnection Utility to obtain any needed study and identification of any additions, modifications, or upgrades to its Electric System that will be necessary for safe and reliable operation of the Electric System during parallel operation of the Facility. In accordance with Section 15 of the Procedures, it is Generator’s responsibility to ensure that any Affected System-Interconnection Utility has sufficient time to evaluate impacts to its system and provide results to Generator prior to execution of the QFIA. Any upgrade identified for an Affected System-Interconnection Utility (including, if applicable, with a GPC affiliate or an ITS Participant) must be facilitated and paid by Generator under a separate agreement between Generator and the Affected System-Interconnection Utility.

1.4 QF Interconnection Study Fee Deposit. Upon signing of this Study Agreement, Generator will pay to GPC a deposit as shown in Exhibit A for the QF Interconnection Study Fee. Generator will be responsible for payment of GPC’s actual costs incurred in conducting the QF Interconnection Study. Upon conclusion of the QF Interconnection Study, GPC will reconcile actual study costs with the application fee deposit and the QF Interconnection Study Fee deposit previously paid. If the amount paid by or on behalf of Generator exceeds the actual costs, GPC will refund the excess to the entity whose W-9 is attached in Exhibit B within 30 Calendar Days after reconciliation; if actual study costs exceed the amount previously paid, GPC will invoice Generator for the difference and Generator must pay the balance within 30 calendar days after invoice. For GPC accounting purposes, Generator provides a Form W-9 in **Exhibit B**.

1.5 QF Interconnection Study, Intermediate Review, and Site Visit. GPC will commence the QF Interconnection Study and thereafter generally provides preliminary results to Generator within 90 Calendar Days after the later of (i) the Effective Date of this Study Agreement, (ii) GPC’s receipt of necessary Facility data, or (iii) Generator’s payment of the QF Interconnection Study Fee deposit. Within 10 Business Days after providing the preliminary results to Generator, the Parties will meet for an intermediate review as described in Section 4.4 of the Study Process. Within 15 Calendar Days from the intermediate review, the site visit must occur in accordance with Section 4.5 of the Study Process.

1.6 QF Interconnection Study Report and Report Review Meeting. Upon completion of the QF Interconnection Study, GPC will prepare and provide to Generator a QF Interconnection Study Report providing the information described in this Study Agreement and in the Procedures and the Study Process. The QF Interconnection Study Report generally (i) provides a description and the estimated cost and schedule for required improvements to the Electric System for the QF to interconnect and deliver its output onto the GPC Transmission System and (ii) address the issues found in the QF Interconnection Study *Scope* (Section 1.1). Within 10 Business Days after providing the QF Interconnection Study report to Generator, the Parties will meet to discuss the QF Interconnection Study results, including updates on potential Affected Systems evaluation(s).

PART 2 MISCELLANEOUS

2.1 Publicity and Confidentiality. Generator may not use, for any purpose (public or private), a GPC logo, trademark, or other protected branding name or symbol. Additionally, absent written request to GPC per *Notices and Contacts* (Section 2.2) and GPC’s prior written consent in response, Generator may not publish or release a public statement, press release, Internet/website/social media posting, or other publication that includes GPC’s name, refers to GPC, or references GPC’s involvement in this Study Agreement, except that Generator in the normal course of business may state the existence of this Study Agreement. Generator must keep this Study Agreement, and all written or oral communications regarding this Study Agreement confidential and must not disclose any confidential information, including cost information, to any other electric utility provider or GPC customer or to anyone other than those persons who have a need to know to evaluate, approve, perform, or administer this Study Agreement on behalf of: (i) Generator or a Generator affiliate; (ii) any financial or regulatory entity involved with the Facility project; or (iii) any engineering or design entity involved in Facility design.

2.2 Notices and Contacts. A written notice under this Study Agreement must be by: (i) personal delivery (effective that date); (ii) if the Party has provided an email address for official notice purposes, email delivery (effective that date if sent by 5:00 p.m. (recipient's time); otherwise, the next business day); (iii) prepaid nationally- or internationally-recognized commercial overnight courier (effective the next business day); or (iv) registered or certified U.S. mail, with proper postage (effective the following fourth business day). Each Party will provide notices to the other as provided below or as a Party otherwise designates by written notice to the other.

GPC Primary Contact:

Georgia Power Company
 Attn: Transmission Interconnections Project Manager
 Bin 20032
 241 Ralph McGill Blvd., N.E.
 Atlanta, GA 30308
gpcinter@southernco.com

Generator Primary Contact:

#Name
#Title
#Generator Name
#Street Address
#City, State, Zip
Email –

2.3 Governing Law and Interpretation. Georgia law governs all matters, including torts, arising under, or relating to execution, interpretation, performance, or enforcement of, this Study Agreement, without regard to choice of law principles. The Parties will resolve any claim or dispute in a state or federal court sitting in Fulton County, Georgia. Generator consents to exclusive jurisdiction and venue in these courts and, to the fullest extent allowed by applicable law, waives any objection to this jurisdiction or venue. Both Parties were actively involved in negotiating this Study Agreement; no rule allowing construction in favor of, or against, a Party according to authorship will apply. The invalidity or unenforceability of one or more provisions will not affect validity or enforceability of any other provision or of this Study Agreement as a whole.

2.4 Agreement Scope. GPC enters into this Study Agreement in its capacity as an Electric System owner and as a regulated electric utility; neither Party is an agent, partner, joint venturer, services contractor, or representative of the other by reason of this Study Agreement. Each attachment, exhibit, appendix, schedule, or other document attached to or referenced in this Study Agreement is incorporated into, and is integral to, this Study Agreement as if included in the main body. This Study Agreement does not benefit any third party or give rise to liability to any third party other than, if applicable, the entity providing payment as indicated in Exhibit B. No affiliate of GPC is liable for GPC's performance or nonperformance.

2.5 Study Agreement Modification. A modification of this Study Agreement must be in writing and signed by an authorized representative of each Party. Generator will not assign, in whole or in part, this Study Agreement or its Study Agreement rights or obligations without GPC's prior written consent.

2.6 Relationship Between GPC Procedures and Study Agreement. To the extent there is any discrepancy between this Study Agreement and the GPC Procedures, these GPC Procedures will control.

Each Party agrees to all terms and conditions of this Study Agreement. The Parties may exchange counterparts of this Study Agreement as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; a scanned signature is an original signature for all purposes. The "**Effective Date**" is the date on which the last Party signs, as shown below.

Georgia Power Company

#GeneratorLegalName#

By: _____
#Name
#Title

By: _____
#GeneratorSignatureName
#GeneratorSignatureTitle

Date: _____

Date: _____

EXHIBIT A – QF INTERCONNECTION STUDY DETAILS

**QF Interconnection Study Agreement
for GPCQF-#### (#FacilityName#) (“Facility”)
between Georgia Power Company (“GPC”) and
#GeneratorLegalName# (“Generator”)**

Factual Basis:

- **QF Interconnection Request Application.** Generator submitted its QF Interconnection Request (GPCQF-####) to GPC on #Month DD, 20##, as subsequently modified, if applicable.
- **Facility.** Generator’s Facility will be comprised of the equipment described in the QF Interconnection Request.
- **Maximum Power Output (Interconnection Limit).** Facility will not export power above #InstalledCapacity# MW AC at the POI.
- **Designation of Point of Interconnection.** The GPC-#### POI will be located at the #at the/on the# #POI# #kV# #Substation/Line# as submitted by Generator within the QF Interconnection Request. The configuration to be studied is indicated on the one-line diagram as depicted below:

#Insert one-line diagram from TP#
- **Potential Affected System-Interconnection Utility(ies)?** TBD No Yes

Entity Name
Contact Name/Title
Contact Phone
Contact Email

Entity Name
Contact Name/Title
Contact Phone
Contact Email

QF Interconnection Study Fee Deposit:

- In accordance with Section 5 of the Procedures, Generator will pay to GPC the QF Interconnection Study Fee deposit as shown below. Payment will be by wire transfer per the instructions provided in Section 5 of the Procedures and is due within 10 Business Days after Generator executes this Study Agreement. Studies associated with a potential Affected System-Interconnection Utility are not included in this deposit and are performed under a separate agreement as described in Section 1.2 of this Study Agreement.

Generator to Pay	Study Fee Deposit	Facility Size
	\$125,000	For a Facility > 20 MW
	\$75,000	For a Facility ≤ 20 MW

EXHIBIT B – GENERATOR ENTITY INFORMATION

**QF Interconnection Study Agreement
for GPCQF-#### (#FacilityName#) (“Facility”)
between Georgia Power Company and
#GeneratorLegalName# (“Generator”)**

W-9 of Generator entity making payment (and to receive any refund): **See attached OR insert below**

If the W-9 provided is not for Generator, describe relationship of the two entities: