

PRO FORMA VERSION

**STANDARD CONTRACT FOR THE
PURCHASE OF FIRM CAPACITY AND ENERGY
FROM A RENEWABLE QUALIFYING FACILITY
UTILIZING THE PROXY UNIT METHODOLOGY**

between

and

GEORGIA POWER COMPANY

Dated as of _____, 20__

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**STANDARD CONTRACT FOR THE
PURCHASE OF FIRM CAPACITY AND ENERGY
FROM A RENEWABLE QUALIFYING FACILITY
UTILIZING THE PROXY UNIT METHODOLOGY**

This Standard Contract for the Purchase of Firm Capacity and Energy from a Renewable Qualifying Facility Utilizing the Proxy Unit Methodology (“Agreement”) is made and entered by and between _____, _____, having its principal place of business in _____ (hereinafter referred to as “QF”), and Georgia Power Company, a corporation organized and existing under the laws of the state of Georgia, having its principal place of business in Atlanta, Georgia (hereinafter referred to as “Georgia Power”). QF and Georgia Power may be hereinafter referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, QF desires to sell, and Georgia Power desires to purchase, energy to be generated by QF’s generating facility and made available for sale to Georgia Power consistent with the Georgia Public Service Commission (“GPSC”) Orders in Docket Nos. 4822 and 19279;

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

WHEREAS, QF’s generating facility will be interconnected to and operated in parallel with the Georgia Power Electric System;

WHEREAS, QF has entered a QF Interconnection Study Agreement, and paid the required QF Interconnection Study Fee, to determine the QF Interconnection Costs to be borne by QF;

WHEREAS, at the conclusion of the QF Interconnection Study, QF intends to execute a QF Interconnection Agreement with Georgia Power and to interconnect the Facility to the Georgia Power Electric System; and

WHEREAS, the GPSC has approved a form of Standard Contract for the Purchase of Firm Capacity and Energy from a Renewable Qualifying Facility using the Proxy Unit Methodology, with which this Agreement conforms.

NOW, THEREFORE, for mutual consideration, the Parties covenant and agree as follows:

SECTION 1 DEFINITIONS

In addition to the initially capitalized terms and phrases defined in the preamble of this Agreement, the following initially capitalized terms and phrases, as and when used in this Agreement, shall have the respective meanings set forth below:

1.1 **“Account Balance”** - means for each Annual Period of the Term, the amount set forth in the Account Balance table in Appendix E.

1.2 **“Adjustment Period”** – has the meaning assigned in Section 6.4.

1.3 **“Affiliate”** – means any Person directly or indirectly controlling or controlled by or under direct or indirect common control of a specified Person. For purposes of this definition, “control” means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. For purposes of this Agreement, it shall be 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. The terms “controlling” and “controlled” have meanings correlative to the foregoing.

1.4 **“After-Tax Basis”** - means, with respect to any payment received or deemed to have been received by any Person, the amount of such payment (the “base payment”) supplemented by a further payment (the “additional payment”) to that Person, so that the sum of the base payment plus the additional payment shall, after deduction of the amount of all Taxes required to be paid by such Person in respect of the receipt or accrual of the base payment and the additional payment (taking into account any credits or deductions arising from the underlying loss, the base payment and the additional payment and the timing thereof), be equal to the amount required to be received. Such calculations shall be made on the basis of the assumption that the recipient is subject to U.S. federal income taxation at the highest applicable statutory rate applicable to corporations for the relevant period or periods, and is subject to state income taxation at the highest applicable statutory rates applicable to corporations in the relevant jurisdiction for the relevant period or periods.

1.5 **“AGC”** or **“Automatic Generator Control”** - means, generally, the equipment and capability of an electric generation facility automatically to adjust the generation quantity within the applicable balancing authority with the purpose of interchange balancing and means, specifically, the

Facility's capability of accepting a set point electronically and the automatic adjustment and regulation of the Facility's energy production.

1.6 **"Agreement"** – has the meaning assigned in the preamble.

1.7 **"AIER"** - means Associated Interchange Energy Rate, which, as determined for each hour, is based on the variable dispatch cost of the incremental resources that serve the collective obligations of the Southern Companies.

1.8 **"Air Permit"** – has the meaning assigned in Section 2.2.

1.9 **"Amended GPSC Certificate"** - has the meaning assigned in Section 3.2.2.

1.10 **"Annual Capacity Price"** - has the meaning assigned in Appendix A, Table A-1.

1.11 **"Annual Period"** – means any one of a succession of consecutive twelve-Month periods, the first of which shall begin on the Commencement of Service Date.

1.12 **"Appendices"** - means any schedules, exhibits and attachments that are appended hereto and are incorporated by reference herein and made a part of this Agreement.

1.13 **"ASC"** - means Accounting Standards Codification.

1.14 **"Availability Percentage"** - has the meaning assigned in Section 14.1.9.

1.15 **"Availability Percentage Cure Period"** - has the meaning assigned in Section 14.1.9.

1.16 **"Balancing Services"** – means services provided when a difference occurs between the scheduled and the actual output of a generator.

1.17 **"Business Day"** - means any Day, excluding Saturday and Sunday and NERC-defined holidays.

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

1.19 **"Change of Law"** – has the meaning assigned in Section 15.3.1.

1.20 **"Change of Law Capital Expenditures"** - has the meaning assigned in Section 15.3.2.

1.21 **“Change of Law Notice”** - has the meaning assigned in Section 15.3.3.

1.22 **“Claim”** - has the meaning assigned in Section 21.3.1.

1.23 **“Commencement of Service Date”** - means the date on which the Facility achieves Commercial Operation.

1.24 **“Commercial Operation”** - has the meaning assigned in Section 2.5.1.

1.25 **“Committed Capacity”** - means the kW capacity, as defined in Section 8.1, which QF has agreed to make available on a firm basis at the Point of Delivery.

1.26 **“Committed Capacity Cure Period”** - has the meaning assigned in Section 14.1.2.

1.27 **“Confidential Information”** - means business or technical information rightfully in the possession of either Party, which information derives actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by Persons who can obtain economic value from its disclosure and use, and includes information furnished or disclosed to or observed during inspection by the other Party in connection with discussions leading up to execution of this Agreement, including this Agreement and performance hereunder. Confidential Information must be designated in writing as confidential by the Party supplying such information (the “Disclosing Party,” the other Party being the “Receiving Party”). Confidential Information does not include information that: (i) is or becomes publicly available other than as a result of a violation of this Agreement; (ii) was, at the time of the disclosure, already in the Receiving Party’s possession; (iii) is disclosed to the Receiving Party by a third party who, to the Receiving Party’s knowledge, is not prohibited from disclosing the information pursuant to any agreement with the Disclosing Party; (iv) the Receiving Party develops or derives without the aid, application or use of the privileged or proprietary information; or (v) the Receiving Party is required to disclose pursuant to Legal Requirements.

1.28 **“Contract Capacity”** - shall be [] kW based upon the Reference Conditions.

1.29 **“Creditworthy”** - means a Person (i) rated by at least two (2) of the three (3) Rating Agencies, (ii) with an investment grade rating from each of the Rating Agencies that have rated such Person such that its senior unsecured debt (or issuer rating if such Person has no senior unsecured debt rating) is rated at least (A) BBB- by S&P, if rated by S&P, (B) Baa3 by Moody’s, if rated by Moody’s, and (C) BBB- by Fitch, if rated by Fitch, respectively, and (iii) that has satisfactory and verifiable

creditworthiness determined in Georgia Power's sole discretion.

1.30 **"Day"** - means a calendar day.

1.31 **"Defaulting Party"** - has the meaning assigned in Section 14.3.1.

1.32 **"Dispatchable"** – means that during the Term the output of the Facility is subject to Georgia Power's Scheduling Instructions pursuant to Section 5.5 and Appendix J.

1.33 **"Dispute Response"** - has the meaning assigned in Section 21.1.

1.34 **"Disputing Party"** - has the meaning assigned in Section 21.1.

1.35 **"Early Termination Date"** - has the meaning assigned in Section 14.3.1.

1.36 **"Electrical Products"** - means all electrical products produced by or related to the Facility, including spinning reserves, operating reserves, black start capability, balancing energy, regulation service, ramping capability, reactive power and voltage control, frequency control and other ancillary or essential reliability service products. For the avoidance of doubt, Electrical Products do not include: (i) any federal, state or local tax attributes arising from the ownership of the Facility, including depreciation deductions; (ii) grants in lieu of investment tax credits or any similar financial payment or grant with respect to the Facility or the metered electric energy output thereof; or (iii) the metered electric energy produced by the Facility.

1.37 **"Eligible Collateral"** means (i) a Letter of Credit, (ii) cash deposited into a Georgia Power Security Account by QF, or (iii) a QF Guaranty; provided, however, that at least fifty percent (50%) of any Eligible Collateral required under any provision of this Agreement must be in the form of either a Letter of Credit or cash deposited into a Georgia Power Security Account, whenever a QF Guarantor supplying a QF Guaranty under this Agreement has an investment grade rating such that its senior unsecured debt (or issuer rating if such Person has no senior unsecured debt rating) is not rated at least (i) BBB by S&P, if rated by S&P, (ii) Baa2 by Moody's, if rated by Moody's, and (iii) BBB by Fitch, if rated by Fitch, respectively. For the purposes of the immediately preceding sentence, a Person is not required to have a senior unsecured debt rating (or issuer rating if such Person has no senior unsecured debt rating) from each of S&P, Moody's and Fitch, but must have the requisite senior unsecured debt rating (or issuer rating if such Person has no senior unsecured debt rating) as set forth above from at least two (2) of the three (3) Rating Agencies.

- 1.38 **“Energy Contract Amount”** – has the meaning assigned in Section 7.2.
- 1.39 **“Energy Price”** - has the meaning assigned in Appendix B.
- 1.40 **“Environmental Attributes”** - means (i) any and all fuel-related, emissions-related, air quality-related or other environmental-related aspects, claims, characteristics, benefits, credits, reductions, offsets, savings, allowances, efficiencies, certificates, tags, attributes, demand reductions or similar products or rights (including all of those relating to greenhouse gases and all green certificates, green tags, renewable certificates, renewable energy credits, and CO2 credits and all of those that otherwise arise or result from the generation of energy from the Facility, and all of those arising or resulting from the existence of the Facility), and (ii) any environmental benefit Georgia Power otherwise would have realized from or related to the Facility if Georgia Power rather than QF had constructed, owned or operated the Facility.
- 1.41 **“Excess Capital Expenditures Notice”** - has the meaning assigned in Section 15.3.4.
- 1.42 **“Excess Change of Law Capital Expenditures”** - has the meaning assigned in Section 15.3.4.
- 1.43 **“Excess Energy”** or **“EE”** - has the meaning assigned in Appendix B.
- 1.44 **“Excess Energy Price”** - has the meaning assigned in Appendix B.
- 1.45 **“Execution Date”** - means the date on which this Agreement is executed and delivered by both Georgia Power and QF.
- 1.46 **“Event of Default”** - has the meaning assigned in Section 14.1 for QF and the meaning assigned in Section 14.2 for Georgia Power.
- 1.47 **“Extended Force Majeure Event”** – has the meaning assigned in Section 19.6.1.
- 1.48 **“Facility”** - means the Qualifying Facility at the Site interconnected to the Georgia Power Electric System and includes [REDACTED] and all auxiliary equipment and facilities at the Site installed on QF’s side of the point of interconnection to the Georgia Power Electric System necessary or used for the production, control, delivery or monitoring of electricity produced on the Site. The Facility is described in more detail in Appendix I.
- 1.49 **“FASB”** - means the Financial Accounting Standards Board.
- 1.50 **“FERC”** - means the Federal Energy Regulatory Commission or any Governmental

Authority succeeding to the powers and functions thereof.

1.51 **“Finance Lease”** - has the meaning as set forth in the ASC Topic 842, Leases, as issued and modified from time to time by FASB.

1.52 **“Fitch”** - means Fitch Ratings Ltd. or its successor.

1.53 **“Force Majeure Event”** - has the meaning assigned in Section 19.1.

1.54 **“Force Majeure Remedy Plan”** - has the meaning assigned in Section 19.6.1.

1.55 **“Forced Derate”** - means a time during which the generating capability of the Facility is reduced below the Committed Capacity for reasons other than a Force Majeure Event, excluding a Forced Outage.

1.56 **“Forced Outage”** - means a time during which the Facility is not capable of normal operations for reasons other than a Force Majeure Event and which is not a Scheduled Outage or a Maintenance Outage.

1.57 **“Front Load Performance Security”** - means Eligible Collateral delivered by QF to Georgia Power pursuant to Section 20.6.

1.58 **“GAAP”** - means generally accepted accounting principles, as such may be modified from time to time.

1.59 **“Gains”** - has the meaning assigned in Section 14.3.2.

1.60 **“GDPIPD”** - means the Gross Domestic Product Implicit Price Deflator as reported in the Survey of Current Business published in January of each year for the annual escalation or de-escalation of the previous year, and revised thereafter, by the Bureau of Economic Analysis, United States Department of Commerce, Washington, D.C.

1.61 **“Georgia Integrated Transmission System”** - means the integrated transmission system in Georgia, which consists of electric transmission facilities (>40 kV) that are individually owned and maintained by participating utilities who jointly plan and operate through agreements among Georgia Transmission Corporation, Georgia Power Company, Municipal Electric Authority of Georgia (MEAG Power) and Dalton Utilities.

1.62 **“Georgia Power”** – has the meaning assigned in the preamble of this Agreement, and its permitted successors and assigns.

1.63 **“Georgia Power Election Notice”** - has the meaning assigned in Section 15.3.5.

1.64 **“Georgia Power Electric System”** - means the network of electric generation, transmission or distribution facilities owned by Georgia Power.

1.65 **“Georgia Power 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 liens of any lenders) of any Person or entity other than Georgia Power. Any Georgia Power Security Account shall be established and maintained at the expense of QF and held by a depository bank acceptable to Georgia Power pursuant to a control agreement in form and substance acceptable to Georgia Power.

1.66 **“GHG Cap”** - means the GHG Rate times the quantity of fuel required for the Facility to produce the energy delivered to the Point of Delivery pursuant to this Agreement.

1.67 **“GHG Charges”** - means any Taxes imposed on the Facility or QF by a Governmental Authority under a New GHG Law for Greenhouse Gas emitted by and attributable to the Facility after the Commencement of Service Date and prior to the end of the Term.

1.68 **“GHG Credits”** - means any instrument, credit, offset, allowance or similar right to emit Greenhouse Gas issued by a Governmental Authority in accordance with Legal Requirements or any revenues which are allocated to or received by any Person or generating facility associated with any GHG emissions or the avoidance of or reduction in the production of GHG emissions.

1.69 **“GHG Rate”** - means: (i) with respect to CO₂, [REDACTED] lbs. of CO₂ / MMBtu; and (ii) with respect to any other Greenhouse Gas, if applicable, a rate established by Georgia Power that is equal to the average emissions rate for the applicable Greenhouse Gas from Georgia Power’s own comparable electric generation facilities or, if Georgia Power does not have comparable electric generation facilities, a rate established by Georgia Power that is equal to the actual emissions rate from the Facility for the applicable Greenhouse Gas.

1.70 **“Governmental Authority”** - means any federal, state or local governmental or regulatory authority, administrative agency, commission, department, board or court that has jurisdiction over either of the Parties to this Agreement or the subject matter of this Agreement.

1.71 **“GPSC”** - means the Georgia Public Service Commission.

- 1.72 **“GPSC Certificate”** - has the meaning assigned in Section 3.2.2.
- 1.73 **“GPSC Certificate Target Date”** - has the meaning assigned in Section 3.2.2.
- 1.74 **“Greenhouse Gas”** or **“GHG”** - means carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), sulfur hexafluoride (SF₆), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs) and other gases or emissions classified as a greenhouse gas as contributing to the greenhouse effect.
- 1.75 **“Grid Emergency”** - has the meaning of that term set forth in the QF Interconnection Agreement.
- 1.76 **“Hot Gas Path Inspection”** - means the hot gas path inspection as defined by the maintenance documents of the original equipment manufacturer.
- 1.77 **“Hours Available”** - has the meaning assigned in Appendix A, Section B.
- 1.78 **“Impasse Notice”** - has the meaning assigned in Section 21.1.
- 1.79 **“Indebtedness”** - of any Person means all of the following without duplication: (a) obligations of such Person for borrowed money evidenced by bonds, debentures, notes, loan agreements or other similar instruments; (b) purchase money indebtedness of such Person constituting an obligation to pay the deferred purchase price of property or services, other than trade payables incurred in the ordinary course of business; (c) lease obligations of such Person which are capitalized on the balance sheet of such Person in accordance with GAAP; (d) liabilities of a second Person secured by any lien on any property of such first Person, whether or not such liabilities have been assumed by such first Person; (e) liabilities of such Person with respect to letters of credit or applications or reimbursement agreements therefor; (f) net obligations of such Person under any swap or hedging agreement; or (g) indebtedness of such Person owing under direct or indirect guarantees of indebtedness of any other Person or constituting obligations to purchase or acquire or to otherwise protect or insure a creditor against loss in respect of indebtedness of any other Person excluding endorsements of negotiable instruments for deposit or collection in the ordinary course of business.
- 1.80 **“Indemnified Party”** – has the meaning assigned in Section 17.1.
- 1.81 **“Interconnection Facilities”** - means the specific transmission or distribution line and substation facility additions or modifications that are owned by Georgia Power and that are necessary to provide interconnection service to the Facility.

1.82 **“Interconnection Limit”** - means the maximum output amount contemplated in the QF Interconnection Agreement.

1.83 **“Interest Rate”** - means the interest per annum equal to the prime rate as published in The Wall Street Journal, or comparable successor publication, under “Money Rates,” as applied on a daily basis and compounded quarterly.

1.84 **“JAMS”** - has the meaning assigned in Section 21.3.1.

1.85 **“kW”** - means kilowatt(s).

1.86 **“kWh”** - means kilowatt-hour(s).

1.87 **“Legal Requirement”** - means any law, code, statute, regulation, rule, ordinance, permit, judgment, injunction, order or other requirement of a Governmental Authority having jurisdiction over the matter in question that is valid and applicable to the matter in question at the time of the execution of this Agreement or anytime thereafter during the Term.

1.88 **“Letter of Credit”** - means a standby letter of credit, substantially in the form attached hereto as Appendix D and which (i) is issued by a U.S. commercial bank or the U.S. branch of a foreign bank with total assets of at least ten billion dollars (\$10,000,000,000) 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) is otherwise acceptable to Georgia Power in Georgia Power's sole discretion.

1.89 **“Losses”** - has the meaning assigned in Section 14.3.2.

1.90 **“Maintenance Outage”** - means a planned interruption of a portion or all of the Facility's generation capability that: (i) has been coordinated in advance with Georgia Power with a mutually agreed start date, time and duration or to which Georgia Power has consented pursuant to Section 4.2.2; and (ii) is for the purpose of performing work on specific components of the Facility that would limit the power output of the Facility but should not, in the reasonable judgment of QF, be postponed until the next Scheduled Outage.

1.91 **“Maintenance Schedules”** - has the meaning assigned in Section 4.2.1.

1.92 **“Major Inspection”** - means the major inspection as defined by the maintenance documents of the original equipment manufacturer.

1.93 **“Material Adverse Change”** - means that QF or, if QF is providing Eligible Collateral in the form of a QF Guaranty, that QF Guarantor experiences any of the events described in clauses (a) or (b): (a) such Person is no longer Creditworthy; or (b) the maturity of any Indebtedness of such Person which in the aggregate exceeds one hundred fifty million dollars (\$150,000,000.00) or five percent (5%) of equity, whichever is less is accelerated by the holder or holders thereof as a result of a default thereunder.

1.94 **“Metering System”** - means all meters, metering devices and related instruments owned by Georgia Power that are used to measure and record electric energy and to determine the amount of such electric energy that is being made available or delivered to Georgia Power at the Point of Delivery.

1.95 **“Milestone Schedule”** - has the meaning assigned in Section 2.5.2.

1.96 **“Minimum Capacity”** - has the meaning assigned in Appendix A.

1.97 **“Month”** - means a calendar Month, commencing at the beginning of the first Day of such calendar Month. **“Monthly”** - has a meaning correlative to that Month.

1.98 **“Monthly Administrative Charge”** – for a particular Month of the Term, means the Monthly amount to be paid by QF to Georgia Power for the items set forth in Section 11.

1.99 **“Monthly Availability Adjustment”** - has the meaning assigned in Appendix A, Section C.

1.100 **“Monthly Availability Percentage”** or **“MAP”** - has the meaning assigned in Appendix A, Section C.

1.101 **“Monthly Capacity Payment”** - means the amount to be paid by Georgia Power to QF for Georgia Power’s purchase of the Committed Capacity for a particular Month, as provided in Section 9.1.1 and Appendix A.

1.102 **“Monthly Delivered Energy”** or **“MDE”** – has the meaning assigned in Appendix B.

1.103 **“Monthly Energy Payment”** - means the amount to be paid by Georgia Power to QF for Georgia Power’s purchase of energy for a particular Month, as provided in Section 10.1.1 and Appendix B.

1.104 **“Monthly Excess Energy”** – has the meaning assigned in Appendix B.

1.105 **“Monthly Invoice”** - has the meaning assigned in Section 12.1.1.

- 1.106 **“Monthly Value Factor”** – has the meaning assigned in Appendix A, Table A-2.
- 1.107 **“Moody’s”** - means Moody’s Investors Service, Inc. or its successor.
- 1.108 **“MW”** – means megawatt(s).
- 1.109 **“MWh Delivered”** - has the meaning assigned in Appendix A, Section B, and in Appendix B.
- 1.110 **“MWh Scheduled”** - has the meaning assigned in Appendix A, Section B.
- 1.111 **“NERC”** - means the North American Electric Reliability Corporation, including any successor thereto and subdivisions thereof.
- 1.112 **“New GHG Law”** - means a Legal Requirement enacted after the Execution Date that imposes GHG Charges as a direct result of the generation of electric energy by the Facility.
- 1.113 **“Non-Defaulting Party”** - has the meaning assigned in Section 14.3.1.
- 1.114 **“Notice of Dispute”** - has the meaning assigned in Section 21.1.
- 1.115 **“Operating Committee”** - means the committee established pursuant to Section 4.6.1.
- 1.116 **“Operating Procedures”** - means those procedures developed by the Parties pursuant to Section 4.6.2.
- 1.117 **“Operating Representatives”** - means those individuals appointed by each of the Parties to the Operating Committee pursuant to Section 4.6.1.
- 1.118 **“Party”** or **“Parties”** - has the meaning assigned in the preamble of this Agreement.
- 1.119 **“Party Appointed Arbitrators”** - has the meaning assigned in Section 21.3.2.1.
- 1.120 **“Performance Test”** or **“Performance Testing”** - means a performance test conducted in accordance with the procedures set forth in Appendix H.
- 1.121 **“Person”** - means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or Governmental Authority.
- 1.122 **“Point of Delivery”** - means the point where QF shall deliver electric energy to Georgia Power pursuant to this Agreement as determined by the Parties, which shall be the point of interconnection of the Facility to the Georgia Power Electric System in accordance with the QF Interconnection Agreement.

1.123 **“Primary Beneficiary”** - has the meaning as set forth in ASC Topic 810, Consolidation, as issued and modified from time to time by FASB.

1.124 **“Project”** – means the design, engineering, construction, testing and commissioning of the Facility and the ownership, operation, management and maintenance of the Facility, all of which being reasonably expected to enable QF to fulfill its obligations under this Agreement.

1.125 **“Proposed Resolutions”** - has the meaning assigned in Section 21.3.3.

1.126 **“Prudent Industry Practices”** - means, at a particular time, any of the practices, methods and acts engaged in or approved by a significant portion of the electric power industry prior to such time, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired results at the lowest cost consistent with good business practices, reliability, safety and expedition. Prudent Industry Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts expected to accomplish the desired results, having due regard for, among other things, manufacturers’ warranties and the requirements of Governmental Authorities of competent jurisdiction and the requirements of this Agreement.

1.127 **“PURPA”** - means the Public Utility Regulatory Policies Act of 1978, as such act may be amended from time to time.

1.128 **“QF”** – has the meaning assigned in the preamble of this Agreement, and its permitted successors and assigns.

1.129 **“QF Guarantor”** - means a Person that, at the time of execution and delivery of its QF Guaranty, is a direct or indirect owner of QF, or is otherwise an entity acceptable to Georgia Power, and (a) is Creditworthy; and (b) has satisfactory and verifiable creditworthiness determined in Georgia Power’s sole discretion.

1.130 **“QF Guaranty”** - means a guaranty provided by the QF Guarantor that is substantially in the form of the guaranty attached hereto as Appendix C.

1.131 **“QF Interconnection Agreement”** - means that certain interconnection agreement [entered into and dated [redacted] – or - to be entered into] by and between QF and Georgia Power

containing terms and conditions governing the interconnection and parallel operation of the Facility with the Georgia Power Electric System.

1.132 **“QF Interconnection Costs”** – means the costs to be borne by QF for the interconnection of the Facility, including any changes to the transmission system, as a result of the QF’s interconnection to the Georgia Power Electric System.

1.133 **“QF Interconnection Study”** - means a study to determine the Georgia Power Electric System modifications required as a result of the Facility’s interconnection to the Georgia Power Electric System.

1.134 **“QF Interconnection Study Agreement”** – means that certain agreement between Georgia Power and QF for performance of a QF Interconnection Study by Georgia Power.

1.135 **“QF Interconnection Study Fee”** – means the fee that must be paid by QF according to the terms of the QF Interconnection Study Agreement.

1.136 **“QF Performance Security”** - has the meaning assigned in Section 20.1.

1.137 **“QF Response Deadline”** - has the meaning assigned in Section 15.3.6.

1.138 **“QF Response Notice”** - has the meaning assigned in Section 15.3.6.

1.139 **“Qualifying Facility”** – has the meaning defined in Section 292.101(b)(1) of the regulations promulgated under PURPA, 18 C.F.R. Subpart C, Section 292.

1.140 **“Rating Agency”** or **“Rating Agencies”** - means the rating entities of S&P, Moody’s or Fitch. If any Rating Agency ceases to exist or publish ratings, such Rating Agency will be replaced under this Agreement with a nationally recognized rating agency mutually agreed upon by the Parties.

1.141 **“Reference Conditions”** – means ninety-five degrees Fahrenheit (95°F), forty-five percent (45%) relative humidity, average barometric pressure at the Site at the reference temperature and relative humidity, and the maximum reactive power obligation as specified in the QF Interconnection Agreement. **[Note to Draft: The definition for “Reference Conditions” may be subject to revision based on the generation technology used in the Facility.]**

1.142 **“Representatives”** - means, when used with respect to a Party, collectively or individually (as the context might indicate), such Party, its Affiliates and permitted successors and assigns, and the directors, officers, representatives, agents, contractors, subcontractors, and employees of each of them.

- 1.143 **“Required Commercial Operation Date”** or **“RCOD”** - means [REDACTED], 20__.
- 1.144 **“Required Threshold Date”** – means [REDACTED], 20__.
- 1.145 **“Responding Party”** - has the meaning assigned in Section 21.1.
- 1.146 **“Rules”** - has the meaning assigned in Section 21.3.1.
- 1.147 **“S&P”** - means Standard & Poor’s Financial Services LLC, or its successor.
- 1.148 **“Schedule,” “Scheduled,” “Scheduling”** and **“Scheduling Instructions”** - mean instructions issued by Georgia Power from the Scheduling Center to QF with respect to the scheduling of the production of electricity by the Facility in accordance with Section 5.5 and Appendix J.
- 1.149 **“Scheduled Outage”** - has the meaning assigned in Section 4.2.1.
- 1.150 **“Scheduling Center”** - means the scheduling center designated by Georgia Power from time to time in writing as being the primary control point for Scheduling Instructions and other notifications provided to QF pursuant to Section 5.5 and Appendix J. There may only be one Scheduling Center designated at any one time.
- 1.151 **“Seasonal Availability Adjustment”** - has the meaning assigned in Appendix A, Section B.
- 1.152 **“Seasonal Availability Percentage”** or **“SAP”** - has the meaning assigned in Appendix A, Section B.
- 1.153 **“Seasonal Performance Period”** or **“Season”** - means one (1) of the following periods during the Annual Period: Summer (June through September); Fall (October and November); Winter (December, January and February); or Spring (March through May).
- 1.154 **“SERC”** - means the SERC Reliability Corporation, including any successor thereto.
- 1.155 **“Site”** – means the land in [REDACTED] County, in the state of Georgia, on which the Facility is located, as specified in Appendix I.
- 1.156 **“Southern Balancing Authority Area”** and **“SBAA”** - means the NERC and SERC recognized balancing authority area that includes the Southern Company Transmission System.
- 1.157 **“Southern Company Transmission System”** - means the integrated high voltage electricity transmission systems of the Southern Operating Companies, as modified or expanded from time-to-time, as well as any successor in function thereto.

1.158 **“Southern Operating Companies”** - means, collectively, the regulated electric utility operating company subsidiaries of The Southern Company that own transmission assets, which, as of the Execution Date, are Alabama Power Company, Georgia Power, and Mississippi Power Company.

1.159 **“Station Service”** - means energy that is used to serve the electrical requirements of the Facility and includes transformer losses and line losses between the Facility and the point of interconnection to the Georgia Power Electric System.

1.160 **“System Emergency”** - means that the Scheduling Center has determined pursuant to its prevailing practices that conditions are expected to occur or have occurred that could jeopardize the ability to meet projected loads in the Southern Balancing Authority Area.

1.161 **“Taxes”** - means all taxes, fees, levies, licenses or charges imposed by any Governmental Authority, together with any interest and penalties thereon.

1.162 **“Technical Limits”** - means the operational limits and constraints described in Appendix J, Section I.

1.163 **“Term”** - means the duration of this Agreement as specified in Section 3.1.

1.164 **“Test Energy Price”** - means the product of AIER multiplied by ninety percent (90%) (Test Energy Price = AIER x 0.90).

1.165 **“Threshold Amount”** – has the meaning assigned in Section 15.3.4.

1.166 **“Termination Payment”** - has the meaning assigned in Section 14.3.2.

1.167 **“Third Arbitrator”** - has the meaning assigned in Section 21.3.2.1.

1.168 **“Threshold Date”** - means the date on which QF obtains the Air Permits.

1.169 **“Transmission System”** - means the Southern Company Transmission System and the Georgia Integrated Transmission System.

1.170 **“Unavailability Event”** - means any single, continuous period during which the Facility is unable to deliver energy pursuant to a Schedule, in whole or in part, due to a Scheduled Outage, Maintenance Outage, Forced Outage, Forced Derate or a Force Majeure Event.

1.171 **“Variable Interest”** or **“VI”** - has the meaning as set forth in ASC Topic 810, Consolidation, as issued and modified from time to time by FASB.

1.172 **“Variable Interest Entity”** or **“VIE”** - has the meaning as set forth in ASC Topic 810,

Consolidation, as issued and modified from time to time by FASB.

SECTION 2 FACILITY DESIGN AND CONSTRUCTION

2.1 Facility. The Facility is a **[insert type]** Qualifying Facility located at the Site with a capability of producing approximately **[]** kW/MW of electric power AC and, if applicable, **[]** kW/MW of electric power DC. **[The Facility is Dispatchable by Georgia Power. - OR - The Facility is not Dispatchable by Georgia Power.]**

2.2 Permits. QF shall obtain and maintain, for the period required by Legal Requirements during the Term, all permits and consents pertaining to air emissions necessary for the performance of QF's obligations under this Agreement ("Air Permits"), including the operation of the Facility for at least **[]** (**[]**) hours per Annual Period throughout the Term. QF agrees that any operation of the Facility for purposes other than for meeting the obligations to Georgia Power pursuant to this Agreement shall not limit Georgia Power's entitlement to the Energy Contract Amount of the Facility, except as otherwise provided in this Agreement. Upon QF obtaining any Air Permit(s), QF shall promptly provide a copy of such Air Permit(s) to Georgia Power and shall promptly provide a copy of any renewal or amendment to the Air Permit to Georgia Power in accordance with the notice provisions of Section 22.9.

2.2.1 Allowances. For the avoidance of doubt, QF shall be solely responsible, at its sole cost and expense, for all NO_x emission allowances and SO₂ emission allowances that are required under Legal Requirements in connection with the Facility.

2.3 Station Service. QF is responsible for Station Service at QF's expense. QF must arrange Station Service for the Facility in accordance with the Georgia Territorial Electric Service Act (O.C.G.A. §§ 46-3-1 through 46-3-15). If QF supplies its Station Service on QF's side of the Point of Delivery, the Facility's output is net of energy consumed and demand requirements (*i.e.*, the energy delivered to the Point of Delivery).

2.4 Inspections. Upon reasonable prior notice to QF, Representatives of Georgia Power shall be entitled to inspect the construction, startup, testing, and operation of the Facility. QF shall cooperate in such physical inspections of the Facility as may be reasonably required by Georgia Power.

2.5 Design and Construction of the Facility.

2.5.1 The Project shall be completed in accordance with Prudent Industry Practices and all applicable Legal Requirements. QF shall achieve Commercial Operation on or before the RCOD. The Facility shall be deemed to have achieved "Commercial Operation" upon fulfillment of the following criteria: (i) QF shall demonstrate that the Facility is capable of producing energy and delivering the same to the Georgia Power Electric System at the Point of Delivery on a reliable basis in accordance with Prudent Industry Practices; (ii) QF has satisfied all requirements in the QF Interconnection Agreement that are conditions to Commercial Operation and the Facility otherwise is in compliance with the QF Interconnection Agreement; (iii) in the case of a Facility that is Dispatchable, the Facility shall have demonstrated the reliability of its communication systems with the Scheduling Center; (iv) QF shall have provided Georgia Power a certificate, reasonably acceptable to Georgia Power, stating that the Facility has been designed, engineered, constructed and tested in accordance with Prudent Industry Practices and is capable of performing in accordance with the terms of this Agreement; and (v) QF shall have delivered to Georgia Power a certificate from a responsible officer of QF certifying that QF has obtained all Governmental Approvals required under Legal Requirements for the construction, ownership, operation and maintenance of the Facility in accordance with this Agreement. For the avoidance of doubt, the Facility may achieve "commercial operation" pursuant to the QF Interconnection Agreement, and may be considered operational for all other purposes, including Tax purposes, but the Facility will not be deemed to have achieved Commercial Operation for purposes of this Agreement until subsections (i) through (v) are satisfied.

2.5.2 By no later than [REDACTED], QF will provide Georgia Power with a schedule containing at a minimum all significant milestones related to the design, engineering, procurement, construction, initial synchronization, testing, startup and Commercial Operation Date of the Facility ("Milestone Schedule"). QF shall notify Georgia Power of any significant changes in the Milestone Schedule and the status of construction as they may occur from time to time (including the reason(s) for the change). At Georgia Power's request, QF shall provide to Georgia Power periodic progress reports in a form reasonably satisfactory to Georgia Power

indicating percentage completion of each major milestone and reporting on significant developments that may delay the construction schedule. Promptly after becoming aware of events or circumstances that could reasonably be expected to cause a delay in achieving Commercial Operation on or before the RCOD, QF shall provide to Georgia Power for its review and reasonable approval a recovery plan setting forth in reasonable detail and with supporting documentation (a) the causes of the event or circumstance and the expected delay, and (b) QF's plan to recover the lost time and achieve the RCOD. Should QF fail to submit a recovery plan that meets with Georgia Power's reasonable approval or fail to diligently implement such recovery plan, Georgia Power may declare a QF Event of Default pursuant to Section 14.1.15. Nothing in this Section 2.5.2 shall be construed to relieve QF of any of its obligations set forth under this Agreement.

2.5.3 Georgia Power shall have the right to reasonably request information regarding the status of the Facility and to inspect its construction, start-up and testing. QF shall provide such information (or cause such information to be provided) to Georgia Power as may be reasonably requested by Georgia Power. In addition, QF shall coordinate physical inspections of the Facility as may be reasonably requested by Georgia Power during and after completion of construction. Georgia Power shall provide reasonable prior notice to QF regarding such inspections. All activities of Georgia Power, its designated employees and agents at the Site shall be subject to the rules and procedures of QF (including those related to health and safety).

2.6 Permitting; Failure to Meet the Required Threshold Date. In the event QF reasonably determines that the Threshold Date will not occur on or before the Required Threshold Date, QF shall promptly deliver written notice to Georgia Power to that effect. After QF makes such reasonable determination, either Party may terminate this Agreement by written notice within thirty (30) Days of the delivery of notice. In the event of such termination, neither Party shall have any further liability to the other Party pursuant to this Agreement. If neither Party exercises such termination right within such period, this provision will be deemed to be waived and neither Party may thereafter terminate this Agreement pursuant to this Section 2.6.

2.7 Failure to Achieve Commercial Operation by the Required Commercial Operation Date.

If QF fails to achieve Commercial Operation by the RCOD, QF shall pay to Georgia Power delay liquidated damages in an amount calculated pursuant to Table 2.7, prorated daily, until the earlier of the Commercial Operation Date, any written notice from QF that Commercial Operation will not be achieved, or any termination of this Agreement by Georgia Power pursuant to Section 14.3 for an Event of Default by QF under Section 14.1.13.

Table 2.7

| Month | Amount (\$/kW-month)¹ |
|-------------------------|---|
| January – February | 2 |
| March – June | 1 |
| July – August | 2 |
| September – December | 1 |

For the avoidance of doubt, Georgia Power will not owe any Monthly Capacity Payment to QF during such period of delay in achieving Commercial Operation. QF shall make payment to Georgia Power of delay liquidated damages owed under this Section 2.7 on a Monthly basis by no later than ten (10) Days following the end of the applicable Month. For the avoidance of doubt, Georgia Power may draw upon the QF Performance Security to recover delay liquidated damages owed under this Section 2.7, and in such case, QF shall replenish the QF Performance Security, all in accordance with Section 20.4. Any disputes regarding delay liquidated damages under this Section 2.7 shall be resolved in accordance with the procedures set forth in Section 12.2. If Georgia Power terminates this Agreement pursuant to Section 14.3 for an Event of Default by QF under Section 14.1.13, then, in addition to QF's payment of the delay liquidated damages that accrue under this Section 2.7 prior to termination, QF shall pay to Georgia Power termination liquidated damages equal to the applicable amount shown in Table 20.1. Following any such termination and QF's payment to Georgia Power of all required termination liquidated damages and delay

¹ All amounts shown herein as \$/kW shall be calculated based on the Contract Capacity of the Facility.

liquidated damages in accordance with this Section 2.7, neither Party shall have any other liability to the other Party pursuant to this Agreement.

SECTION 3 TERM

3.1 Term. The term of this Agreement shall begin on the Execution Date and shall remain in full force and effect for a term of [REDACTED] Annual Periods from the Commencement of Service Date, unless terminated earlier pursuant to this Agreement ("Term"). Upon termination or expiration of this Agreement, the Parties shall be relieved of their obligations under this Agreement except for the obligation to pay each other all monies owed and not paid under this Agreement prior to the termination or expiration, which obligation shall survive termination or expiration.

3.2 Conditions Subsequent.

3.2.1 If FERC acceptance of this Agreement is required by Legal Requirements, and if (a) FERC issues a valid order rejecting this Agreement, or (b) FERC takes action which has the effect of delaying the date when FERC will issue an order accepting this Agreement to a date beyond the Required Threshold Date, then in the case of (a) or (b) the Parties shall meet within ten (10) Business Days of such order or action to negotiate amendments to this Agreement, an extension of time for FERC to accept the Agreement beyond the Required Threshold Date, or other appropriate measures, so that this Agreement is legal and fully enforceable without materially increasing the risks for either Party or adversely affecting the value of the economic bargain to either Party contemplated by this Agreement in its original form. If the Parties are unable to negotiate any acceptable amendment, or other appropriate measures, then either Party may terminate this Agreement upon written notice to the other Party, provided that such notice is delivered to the non-terminating Party no later than thirty (30) Days after the Required Threshold Date. In no event shall this termination right be available to the Parties, and the Parties shall be deemed to have waived such termination right, absent receipt of such notice by the non-terminating Party prior to the expiration of such thirty (30) Day period. Notwithstanding the foregoing, if, prior to the Required Threshold Date, FERC issues a valid order accepting this Agreement subject to material modifications or conditions, including acceptance subject to refund following an administrative proceeding, then the adversely affected Party or Parties shall have the

right to terminate this Agreement if such material modifications or conditions are not acceptable to such Party or Parties. Within fifteen (15) Days of the issuance of a FERC order, QF shall provide Georgia Power with a copy of the FERC order along with written notice of whether the FERC order is subject to material modifications or conditions that adversely affect QF and, if so, whether such material modifications or conditions are acceptable to QF. If QF fails to provide such written notice within such fifteen (15) Day period, then any FERC order accepting this Agreement subject to material modifications or conditions shall be deemed to be acceptable to QF. Within fifteen (15) Days of receipt of a copy of the FERC order from QF, Georgia Power shall provide QF with written notice of whether the FERC order is subject to material modifications or conditions that adversely affect Georgia Power and, if so, whether such material modifications or conditions are acceptable to Georgia Power, and, if so, whether such material modifications or conditions are acceptable to QF. If Georgia Power fails to provide such notice within such fifteen (15) Day period, then any FERC order accepting this Agreement subject to material modifications or conditions shall be deemed to be acceptable to Georgia Power. Upon a termination pursuant to this Section 3.2.1, neither Party shall have any liability to the other Party hereunder.

3.2.2 In the event that a certificate of public convenience and necessity is required by the GPSC for the recovery in rate base of the purchase of QF capacity and energy under this contract, the following condition subsequent shall apply: If after two hundred fifty (250) Days from the filing date by Georgia Power of the application with the GPSC for a Certificate of Public Convenience and Necessity ("GPSC Certificate Target Date"), (i) GPSC has not approved this Agreement through the granting of a Certificate of Public Convenience and Necessity ("GPSC Certificate"), or (ii) GPSC has issued a GPSC Certificate that is subject to material qualifications or conditions that adversely affect Georgia Power, then Georgia Power may terminate this Agreement upon written notice to QF, provided that such notice is delivered to QF no later than thirty (30) Days after the GPSC Certificate Target Date. If within thirty (30) Days from the GPSC Certificate Target Date the issuance or denial of the GPSC Certificate has been appealed to the GPSC or Fulton County Superior Court, then Georgia Power may terminate this Agreement upon written notice to QF, provided that such notice is delivered to QF no later than eighty (80) Days

after the GPSC Certificate Target Date. If Georgia Power fails to exercise the aforementioned termination right within the applicable notice period, then Georgia Power shall be deemed to have waived such termination right. Notwithstanding the foregoing, if at any time the GPSC amends the GPSC Certificate with respect to this Agreement (“Amended GPSC Certificate”) and the Amended GPSC Certificate imposes material qualifications or conditions that adversely affect Georgia Power, unless Georgia Power and QF agree to amend in accordance with Section 3.2.3, Georgia Power shall have a unilateral right to terminate this Agreement if such material qualifications or conditions are not acceptable to Georgia Power. Within fifteen (15) Days of the issuance of the Amended GPSC Certificate, Georgia Power shall provide QF with written notice of whether the Amended GPSC Certificate is subject to material qualifications or conditions and, if so, whether the material qualifications or conditions are acceptable to Georgia Power. If Georgia Power fails to provide such notice within such fifteen (15) Day period, the Amended GPSC Certificate will be deemed to be acceptable to Georgia Power. Upon a termination pursuant to this Section 3.2.2, neither Party shall have any further liability to the other Party hereunder. Notwithstanding anything to the contrary in this Agreement, and provided it is not otherwise required by GPSC Rule 515-3-4.08, neither Party shall seek to have the GPSC revoke the GPSC Certificate of its own initiative for reasons solely related to changed economic circumstances or market conditions affecting this Agreement.

3.2.3 If the GPSC issues an Order approving this Agreement with any modification or condition, or issues an Amended GPSC Certificate, as applicable, this Agreement will not be amended to include the modification or condition unless QF executes a written amendment agreeing to any such modification or condition. If Georgia Power requests, within thirty (30) Days of the issuance of such Order, that QF execute a written amendment agreeing to such modifications or conditions, and QF does not execute such written amendment within thirty (30) Days of such request, Georgia Power may terminate this Agreement. Upon termination of this Agreement pursuant to this Section 3.2.3, neither Party will have any further obligation to the other Party hereunder.

3.2.4 Within ninety (90) days of execution of this Agreement, or if certification is required by the Commission, within ninety (90) Days after Commission Certification, if QF is unable to secure adequate project financing to complete its Facility, QF shall have the right to terminate this Agreement. Upon a termination pursuant to this Section 3.2.4, neither Party shall have any liability to the other Party hereunder.

SECTION 4 OPERATION AND MAINTENANCE OF THE FACILITY

4.1 General Standards. During the Term of this Agreement, QF shall have the sole responsibility to, and shall at its sole expense, manage, control, operate and maintain the Facility in accordance with Prudent Industry Practices and in accordance with applicable planning standards and operating policies of the SERC and NERC and in accordance with the Operating Procedures to be developed by the Operating Committee under Section 4.6.2. QF and Georgia Power agree to coordinate scheduled outages of the Facility as set forth herein.

4.2 Maintenance Scheduling.

4.2.1 Commencing on [REDACTED] and each year thereafter, QF shall submit to Georgia Power maintenance schedules, including the scope of the maintenance, and outage plans for the Facility that conform to Prudent Industry Practices for similar equipment, including in terms of frequency and duration ("Maintenance Schedules"), for the next four (4) Annual Periods or the number of such Annual Periods remaining in the Term, whichever is less. QF shall not schedule any maintenance of the Facility during any of the Months of January, February, June, July, August, or September of any Annual Period that would decrease the capacity output of the Facility below the Contract Capacity without the prior written consent of Georgia Power. Georgia Power shall have thirty (30) Days to review the proposed Maintenance Schedules and may approve or reject the Maintenance Schedules in whole or in part. The Maintenance Schedules are subject to the approval of Georgia Power, which approval shall not be unreasonably withheld or delayed; provided, however, any determination by Georgia Power to disapprove a Hot Gas Path Inspection or Major Inspection in May or December, or both, shall not be considered unreasonable. If any portion of the Maintenance Schedules is rejected by Georgia Power, QF

shall resubmit revised Maintenance Schedules to Georgia Power within thirty (30) Days of Georgia Power's rejection and Georgia Power and QF agree to use best efforts to promptly develop Maintenance Schedules that are mutually acceptable to the Parties considering the burdens that Georgia Power's changes impose on QF compared to the burdens avoided by Georgia Power as a result of such changes. Any dispute concerning this Section 4.2.1 shall be resolved in accordance with the provisions of Section 21 applicable to Maintenance Schedule disputes. The outages scheduled in the final, approved Maintenance Schedule shall be the "Scheduled Outages" for purposes of this Agreement.

4.2.2 In addition to Scheduled Outages, QF may request Maintenance Outages during any Annual Period. QF shall request each Maintenance Outage no less than twenty-four (24) hours in advance and at least one (1) Business Day in advance. Such request shall identify the equipment and Committed Capacity that will not be available and the proposed start time and duration of the Maintenance Outage. Georgia Power shall respond to QF's request as soon as reasonably practicable. QF shall not take a Maintenance Outage without Georgia Power's prior written or telephonic consent, and such consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the Parties acknowledge that it shall be reasonable for Georgia Power to deny any request for a Maintenance Outage if Georgia Power reasonably believes that the Committed Capacity will be required to be available during such Maintenance Outage. Georgia Power shall have the right to revoke its consent to a Maintenance Outage if changed conditions require the Committed Capacity to be available during such Maintenance Outage. If Georgia Power reasonably requests QF to return all or part of that portion of the Facility that is affected by the Maintenance Outage to full availability status, QF shall comply as soon as reasonably practical.

4.2.3 If QF has a Scheduled Outage, and such Scheduled Outage occurs or would occur coincident with a System Emergency, Georgia Power shall notify QF of the System Emergency. Due to the System Emergency, Georgia Power may request QF to reschedule the Scheduled Outage or, if the Scheduled Outage has begun, to expedite the completion thereof, and QF shall comply with such request as soon as reasonably practical.

4.3 Access to the Facility.

4.3.1 QF grants to Georgia Power and its Representatives the right to enter the Site with reasonable prior notice to QF to: (i) inspect, maintain, and test meters and other Georgia Power equipment; (ii) monitor or measure energy generated by the Facility in accordance with the terms of this Agreement and Prudent Industry Practices; (iii) monitor Performance Tests; and (iv) inspect the Facility. All activities of Georgia Power and its Representatives at the Site shall be subject to the reasonable rules and procedures of QF.

4.3.2 In no event shall any Georgia Power statement, representation, or lack thereof, either express or implied, relieve QF of its exclusive responsibility for the Facility. Any Georgia Power inspection of property or equipment owned or controlled by QF, or any Georgia Power review of or consent to QF's plans, shall not be construed as endorsing the design, fitness or operation of the Facility nor as a warranty or guarantee.

4.4 Availability of Records. QF shall keep complete and accurate records and all other data necessary for the purposes of proper administration of this Agreement in accordance with the following guidelines:

4.4.1 All such records related to the Facility and QF's performance under this Agreement shall be maintained for a minimum of five (5) years after the creation of such record or data and for any additional period of time required by Legal Requirements or a Governmental Authority; provided, however, that such records will be kept for as long as is necessary to complete any audit that began or was announced during such five-year period. Notwithstanding anything herein to the contrary, if QF intends to dispose of or destroy any such records or data after such five (5) year period, QF will provide Georgia Power with thirty (30) Days' prior written notice.

4.4.2 QF shall maintain an accurate and up-to-date operating log at the Facility with records of: (i) real and reactive power production for each clock hour; (ii) changes in operating status and scheduled maintenance; (iii) Scheduled Outages, Maintenance Outages, Forced Outages and Force Majeure Events; (iv) any unusual conditions found during inspections; and (v) any significant events related to the operation of the Facility.

4.4.3 Upon reasonable advance notice, Georgia Power shall have the right to examine the records and data of QF relating to the Facility and this Agreement, including all historical test records relating to the Facility, at the Facility or at a location mutually agreed to by the Parties.

4.4.4 At the request of Georgia Power throughout the Term of the Agreement, QF shall provide to Georgia Power public and non-public financial and business information reasonably necessary for Georgia Power to make accounting determinations. Without limiting the foregoing, upon reasonable notice to QF, Georgia Power and Georgia Power's independent auditor shall have the right to inspect from time to time such books and records of QF as are reasonably necessary for Georgia Power to determine whether QF constitutes a VIE and this Agreement represents a VI, or if this Agreement must be treated as a Finance Lease. To the extent such inspection requires access to confidential information of QF, such information will constitute Confidential Information subject to the provisions of Section 22.15 of this Agreement.

4.5 Disclaimer. QF understands and agrees that Georgia Power's receipt and/or review of any material related to the Project or any physical inspection of the Facility conducted by Georgia Power under any provision of this Agreement is solely for Georgia Power's information. By conducting such reviews or inspections, Georgia Power makes no endorsement of the design or representation or warranty of the safety, durability or reliability of the Facility, all of which are the sole responsibility of QF in accordance with the terms of this Agreement, and Georgia Power shall not be deemed to have accepted any condition of the Facility that is not in full compliance with the terms hereof. QF shall in no way represent to any third party that, as a result of Georgia Power's receipt and review of any material or any inspections, Georgia Power is in any way responsible for the engineering or construction soundness of the Facility.

4.6 Operating Committee; Operating Procedures.

4.6.1 The Parties shall establish an Operating Committee comprised of two (2) Operating Representatives, one (1) appointed by each of QF and Georgia Power. QF and Georgia Power, as the case may be, shall provide written notice of such appointments to the other Party. Such appointments may be changed at any time by similar written notice. The Operating Representatives shall meet as necessary, but not less often than once each calendar

year, at a mutually agreeable time and place upon prior written notice. The Operating Representatives shall represent the Parties in all matters arising hereunder that may be delegated to them by mutual agreement of the Parties, but shall not have any authority to modify or amend the terms of this Agreement. Each Party shall cooperate in providing to the Operating Representatives all information required in the performance of their duties. All decisions and agreements made by the Operating Representatives shall be evidenced in writing.

4.6.2 QF and Georgia Power shall mutually develop and agree upon written Operating Procedures no later than twelve (12) Months prior to the Commencement of Service Date. Topics covered in the Operating Procedures shall include deliveries of energy during start-up and testing of the Facility; the method of Day-to-Day communications; clearance and switching practices; daily capacity availability and energy reports; Facility operations log; reactive power output; technical limits regarding Facility operation; ramp rates for the delivery of power to the Georgia Power Electric System; coordination of maintenance scheduling; designation of confidential information and such other matters as the Operating Representatives shall agree are appropriate. The Operating Representatives shall be responsible for modifying, from time to time, these Operating Procedures in writing to reflect agreed upon changes. In the event of inconsistency or conflict between the Operating Procedures and specific terms of this Agreement, the specific terms of this Agreement shall take precedence.

SECTION 5 DELIVERY OF CAPACITY AND ENERGY

5.1 Agreement to Sell and Purchase. During each Annual Period of this Agreement, QF agrees to sell and deliver to the Point of Delivery, and Georgia Power agrees to purchase and receive at the Point of Delivery, the capacity and energy described in Section 7. The risk of loss of energy shall pass from QF to Georgia Power at the Point of Delivery.

5.1.1 Energy. Notwithstanding the Committed Capacity pursuant to Section 8, in the case of a Facility that is Dispatchable, Georgia Power shall be entitled to Schedule and receive the entire energy output that the Facility is capable of producing when operated, or, in the case of a Facility that is not Dispatchable, QF shall be entitled to deliver the entire energy output that the

Facility is capable of producing when operated, whichever the case may be; provided, however, that (i) QF is prohibited from delivering, and Georgia Power is not obligated to receive, energy output in an amount that exceeds the Interconnection Limit; (ii) the Committed Capacity shall not exceed one hundred and ten percent (110%) of the Contract Capacity; and (iii) the Excess Energy Price shall be applicable to any Excess Energy. During the Term of this Agreement, energy from the Facility must not be committed for sale to any Person other than Georgia Power.

5.2 Notice.

5.2.1 On or before September 1 of each calendar year, QF shall provide Georgia Power with the time, duration and magnitude of any planned outages or reduction in capacity for following calendar year.

5.2.2 On or before 8:00 a.m. (Eastern Time) of each Day, QF shall provide the Scheduling Center an estimate of the hourly amounts of electric energy to be delivered at the Point of Delivery for the next succeeding Day.

5.2.3 QF shall comply with reasonable requirements of Georgia Power regarding Day-to-Day or hour-by-hour communications with Georgia Power relative to the performance of this Agreement.

5.3 Characteristics of the Energy. The energy delivered by QF to the Point of Delivery shall meet the specifications established by the QF Interconnection Agreement.

5.4 Interconnection.

5.4.1 The Facility shall be interconnected on the Georgia Power Electric System and shall be situated such that Georgia Power can provide Balancing Services. Georgia Power shall be responsible for providing Balancing Services with respect to the SBAA as necessary for the receipt of energy under this Agreement and for any costs thereof.

5.4.2 The QF Interconnection Agreement will be read in conjunction with the provisions of Section 5.4 and any contradictory provisions related to Facility interconnection will be resolved in favor of the QF Interconnection Agreement.

5.4.3 Upon receiving the results of the QF Interconnection Study and being presented with an executable version of the QF Interconnection Agreement, QF must execute the QF

Interconnection Agreement by the date that corresponds with the expiration of the QF Interconnection Study results. Any exception to this requirement must be approved in writing by Georgia Power.

5.4.4 Georgia Power shall not be responsible under this Agreement for any costs or expenses (including overheads and administrative costs) or risks incurred in connection with the QF Interconnection Study, or with the design, construction, installation, operation or maintenance of QF's Facility up to the Point of Delivery. QF is responsible for determining all interconnection rules, practices and policies with which it must comply and for coordination with transmission and distribution personnel in connection with the interconnection process. For the avoidance of doubt, Georgia Power will not be responsible under this Agreement for any costs or expenses (including overheads and administrative costs) for grid improvements or affected system upgrades beyond the Point of Delivery.

5.4.5 The QF Interconnection Agreement reflects a projected completion date for construction of the Interconnection Facilities, including a reasonable schedule between initial synchronization and the Commencement of Service Date to allow for operations verification and testing consistent with RCOD and Georgia Power's current practices. QF is required to execute and perform under the QF Interconnection Agreement in a timely manner, including providing timely notice to proceed, timely submission of required data and documentation, and timely payment.

5.5 Energy Scheduling for Dispatchable Facility. This Section 5.5 applies to a Facility that is Dispatchable.

5.5.1 Energy Scheduling. If the Facility is Dispatchable, Georgia Power will issue Scheduling Instructions for the electrical output committed under this Agreement. Georgia Power has the right to Schedule the Facility on AGC or non-AGC.

5.5.2 Coordination and Scheduling.

5.5.2.1 Notwithstanding any other provision of this Agreement, Georgia Power agrees to submit and QF agrees to receive Schedules of the Facility in accordance with the procedures set forth in Section 5.5 and Appendix J. QF is not obligated to deliver

energy in response to those portions of Scheduling Instructions that materially deviate from such procedures. Georgia Power is not entitled to Schedule energy, and QF is not obligated to deliver such energy, to the extent that such energy cannot be delivered due to Georgia Power's inability to receive such energy at the point of interconnection, or the inability of QF to operate the Facility in excess of [REDACTED] hours per Annual Period due to requirements of the Air Permit.

5.5.2.2 The electrical output committed under this Agreement shall be subject to Scheduling Instructions issued by the Scheduling Center. QF shall comply with such Scheduling Instructions at the time designated for compliance therewith, subject to the Technical Limits and the Scheduling procedures set forth in Appendix J. In addition, at the request of Georgia Power, QF shall make reasonable efforts to cause the Facility to control voltage by producing or absorbing reactive power subject to the Technical Limits; provided, however, that such actions do not cause QF to violate any provisions of its QF Interconnection Agreement and provided that Georgia Power shall reimburse QF for any incremental costs incurred by QF (including waiving any negative Facility availability impacts directly attributable to QF's compliance with such reactive power instructions), in excess of those costs QF would have incurred under the QF Interconnection Agreement, as a result of QF's compliance with any such requests.

5.5.2.3 Georgia Power and QF shall maintain written records of the quantities of energy to be delivered each hour during the Term. Following the Commencement of Service Date, Georgia Power may Schedule energy at any time during the Term and QF shall cause the entire output capability of the Facility to be available to Georgia Power when Scheduled.

5.5.2.4 If Georgia Power elects to Schedule energy for delivery on the next Business Day, Georgia Power shall provide its Schedule for such delivery to QF no later than 12:00 p.m. CPT on the Business Day prior to the Day of delivery. This Day-ahead Scheduling Instruction will also include any electric deliveries from midnight to midnight for any calendar Days that precede the next Business Day (*i.e.*, weekends and holidays).

Georgia Power shall also provide a non-binding, good faith estimate of its Scheduling Instructions for the twenty-four (24) hour period following the next Business Day. Georgia Power may submit Scheduling Instructions for the Committed Capacity for each hour in increments of one (1) MW, which may vary hour to hour, subject to a Minimum Capacity output and up to the full Committed Capacity output. Georgia Power will be required to accept and pay for energy during ramp up and ramp down periods at a price as described in Appendix B.

5.5.2.5 For Scheduling Instructions submitted after the Day-ahead deadline, Georgia Power must provide QF with a proposed revised Schedule at least one (1) hour prior to the start-up or ramp up of energy delivery.

5.5.2.6 Notwithstanding anything contained in Section 5.5.2.6 to the contrary, in the event QF has provided notice that an Unavailability Event has occurred prior to Georgia Power giving intra-Day Scheduling Instructions, the most recent Schedule submitted by Georgia Power shall be deemed the Schedule for the balance of such Day in which the QF has provided notice that the Unavailability Event has occurred. If no Day-ahead or intra-Day Schedule has been given to QF for a given Day and QF subsequently provides notice that an Unavailability Event has occurred, Georgia Power shall have the right to submit one (1) intra-Day Schedule for the balance of such Day and shall not change such intra-Day Schedule for the balance of such Day. For each Day following the Unavailability Event until the return of the Facility to service, Georgia Power shall have the right to submit a Day-ahead Schedule and one (1) intra-Day Schedule for the balance of such Day and shall not change such Schedule for the balance of such Day. During an Unavailability Event, QF shall inform Georgia Power regularly as to the projected schedule of the return to service of the Facility. If the Facility is able to return to service, QF must notify Georgia Power by 3:00 p.m. CPT the previous Day to be able to deliver the entire Schedule requested by Georgia Power from the Facility. If the Facility is able to return to service intra-Day, QF must give a three-hour notification of ability to operate. Georgia Power then has the right to submit a new Schedule for the balance of

that Day. The previous Day's Schedule remains the obligation of QF until the end of the three-hour notification. If Georgia Power chooses to Schedule zero (0) MWh for the balance of the Day, there is no obligation for QF for the remainder of that Day. If Georgia Power chooses to Schedule the Facility for greater than the Minimum Capacity, the new forward Schedule becomes QF's delivery obligation for the remainder of that Day.

5.5.2.7 QF may from time to time request that the Facility be allowed to deliver electric energy output to Georgia Power in order to test and/or evaluate Facility equipment ("Operator Requested Schedule"). QF shall request such Operator Requested Schedule from Georgia Power at least one (1) Business Day in advance and Georgia Power shall have the right to approve such Operator Requested Schedule (such approval not to be unreasonably withheld, conditioned or delayed). If Georgia Power approves and subsequently determines that it is necessary to Schedule the Facility during an Operator Requested Schedule, then Georgia Power may cancel or interrupt, as the case may be, the Operator Requested Schedule and subsequently Schedule the Facility as it deems appropriate; provided, however, Georgia Power shall reimburse QF for any reasonable, incremental expenses incurred by QF due to QF's reliance on Georgia Power's previous approval of the Operator Requested Schedule.

5.5.2.8 If a System Emergency is declared and the Scheduling Center, at its sole discretion, identifies the need to modify the schedule or dispatch of the Facility, the Scheduling Center will notify QF's personnel and, if requested, QF's personnel shall immediately place the energy of the Facility within the exclusive control of the Scheduling Center for the duration of such System Emergency; provided, however, in such event, Georgia Power shall ensure that the Scheduling Center does not cause the Facility to be operated in a manner that exceeds the Technical Limits or any operations-related limits in the Air Permit without the prior consent of QF, and, notwithstanding QF's consent, Georgia Power shall be responsible for all costs associated with operation of the Facility pursuant to such Scheduling Center control, including any penalties imposed on QF by any Governmental Authority or costs incurred by QF associated with additional

maintenance or accelerated maintenance, in accordance with Prudent Industry Practices, due to such event. Without limiting the generality of the foregoing, the Scheduling Center may require QF's personnel to raise or lower production of energy generated by the Facility, including potential start-up and/or shutdown situations, to maintain safe and reliable load levels and voltages on the Transmission System. To the extent QF is required, pursuant to this Section 5.5.2.8, to take any action, or the Scheduling Center takes any action, which will adversely affect QF's ability to meet Georgia Power's Schedules, including those Schedules modified pursuant to Section 5.5.2.9, QF shall be excused from meeting Georgia Power's Schedules and such hours of unavailability shall be excluded from the calculation of the Seasonal Availability Percentage and Monthly Availability Percentage under Section B and Section C, respectively, of Appendix A.

5.5.2.9 QF shall cooperate with Georgia Power in establishing System Emergency plans, including recovery from a local or widespread electrical blackout, voltage reduction in order to effect load curtailment, and other such plans that may be necessary or appropriate under the circumstances.

5.5.2.10 The Facility must be capable of operating on AGC. QF shall be responsible for all costs incurred at the Facility that are necessary to make the Facility respond to Georgia Power's AGC signals. Georgia Power shall have the right, but not the obligation, to dispatch the Facility in the AGC mode. Georgia Power shall have the right to operate the Facility on AGC or provide a Schedule to QF at any time. The integrated net effect of AGC during an hour will be treated as a Schedule and subject to all limitations that otherwise apply to Schedules. In the event the AGC capability of the Facility is unavailable, Georgia Power shall utilize non-AGC Scheduling and QF, at QF's expense, shall use commercially reasonable efforts to re-establish AGC capability.

5.5.2.11 The Parties recognize that pursuant to the QF Interconnection Agreement, QF may be required to reduce generation or take certain actions during a Grid Emergency and may be required to disconnect the Facility from the Transmission System to allow mitigation of system problems and repair or maintenance on the

Interconnection Facilities or the Transmission System. To the extent that QF is required pursuant to the QF Interconnection Agreement to take any action, other than instances where QF's acts or omissions are the cause for the required actions, which will adversely affect its ability to meet Georgia Power's Schedules, QF shall be excused from meeting Georgia Power's Schedules and such hours of unavailability shall be excluded from the calculation of the Seasonal Availability Percentage and Monthly Availability Percentage under Section B and Section C, respectively, of Appendix A.

5.5.2.12 In the event that the Transmission System is unable to receive the Scheduled energy from the Facility, QF shall be excused from meeting Georgia Power's Schedules and, such hours of unavailability shall be excluded from the calculation of the Seasonal Availability Percentage and Monthly Availability Percentage under Section B and Section C, respectively, of Appendix A.

SECTION 6 METERING

6.1 Metering. Georgia Power shall design, locate, construct, install, own, operate and maintain meters and such other facilities, equipment and devices as Georgia Power deems necessary or appropriate to measure the amount of energy delivered by QF to Georgia Power at the Point of Delivery all in accordance with the QF Interconnection Agreement and Prudent Industry Practices. QF shall be responsible for, and shall reimburse Georgia Power for all costs and expenses reasonably incurred by Georgia Power in connection with the design, construction, installation, ownership, operation, maintenance and reading of the meters and other such facilities, equipment and devices. All meters and other such facilities, equipment and devices installed by Georgia Power shall be and remain the personal property of Georgia Power. QF shall be entitled to install and maintain on its side of the Point of Delivery, at QF's expense, parallel devices, which devices may be used for purposes of verifying the accuracy of the Georgia Power metering equipment.

6.2 Payment of Cost of Metering Equipment. Within two hundred and ten (210) Days prior to RCOD, Georgia Power shall develop and provide QF an estimate of all costs and expenses to be paid by QF under Section 6.1. Georgia Power shall obtain QF's consent thereto prior to proceeding with construction, installation or testing of metering equipment. QF shall pay such estimated costs in

immediately available funds through wire transfer of funds or other means acceptable to Georgia Power within thirty (30) Business Days after its receipt of such estimate. Georgia Power shall true-up this estimate to Georgia Power's actual costs and expenses within a reasonable period of time after such actual costs and expenses are known. Such true-up as to the costs of design, construction and installation of the metering equipment shall take place no later than ninety (90) Business Days after the installation of the metering equipment has been completed. In the event that the actual costs and expenses to be paid by QF under Section 6.1 are more or less than Georgia Power's initial estimate, Georgia Power shall so notify QF and Georgia Power or QF, as the case may be, will reimburse or pay the other the difference within five (5) Business Days of such notification.

6.3 Inspection and Testing. Georgia Power shall inspect and test all meters installed by Georgia Power at such times as Georgia Power deems necessary or appropriate, but not less often than once every two (2) Annual Periods. Upon reasonable written request to Georgia Power, QF may request, at its own expense, inspection or testing of any such meters more frequently than once every Annual Period. QF shall be responsible for, and shall reimburse Georgia Power for, all costs and expenses incurred by or on behalf of Georgia Power in connection with such inspections or tests. Georgia Power shall give reasonable written notice of the time and place when any meter is to be inspected or tested, and QF may have a Representative present at such test or inspection.

6.4 Inaccuracies. If any seal securing the metering is found broken, if the metering fails to register, or if the measurement made by a metering device is found upon testing to vary by more than one-half percent (0.5%) from the measurement made by the standard meter used in the test, an adjustment shall be made correcting all measurements of energy made by the metering during (i) the actual period when measurements were made by the metering, if that period can be determined to the mutual satisfaction of the Parties, or (ii) if the actual period cannot be determined to the mutual satisfaction of the Parties, one-half of the period from the date of the last test of the metering to the date such failure is discovered or such test is made (such period herein the "Adjustment Period"). If the Parties are unable to agree on the amount of the adjustment to be applied to the Adjustment Period, the amount of the adjustment shall be determined (a) by correcting the error if the percentage of error is ascertainable by calibration, tests or mathematical calculation, or (b) if not so ascertainable, by estimating

on the basis of deliveries under similar conditions during the period since the last test. Within thirty (30) Days after the determination of the amount of any adjustment, Georgia Power shall pay QF any additional amounts then due for capacity or deliveries of energy during the Adjustment Period or Georgia Power shall be entitled to a credit against any subsequent payments for energy or capacity, as the case may be.

6.5 Loss Factor Adjustment. If and to the extent Georgia Power's meters are not measuring deliveries of energy physically at the Point of Delivery, the metered amount of energy may be adjusted for losses to or from the Point of Delivery by a loss factor determined by Georgia Power, in accordance with Prudent Industry Practices. QF will be provided with a copy of any study or analysis prepared by Georgia Power in determining such loss factor.

SECTION 7 PURCHASE AND SALE OF CAPACITY AND ENERGY

7.1 Capacity. On and after the Commencement of Service Date, and during each Annual Period, QF shall commit, sell and deliver the Committed Capacity to Georgia Power and Georgia Power agrees to purchase, accept and pay for the Committed Capacity made available to Georgia Power at the Point of Delivery in accordance with the terms and conditions of this Agreement.

7.2 Energy. On and after the Commencement of Service Date, QF shall sell and deliver to Georgia Power at the Point of Delivery electric energy in each hour corresponding to the Committed Capacity of the Facility (the "Energy Contract Amount"), and Georgia Power agrees to purchase, accept, and pay for such electric energy delivered to Georgia Power at the Point of Delivery. For the avoidance of doubt, the delivery of electric energy by QF to the Point of Delivery includes, at no additional cost to Georgia Power, the transfer from QF to Georgia Power of any and all Electrical Products associated with such energy.

7.3 Testing and Test Energy. QF shall not commence initial deliveries of energy to the Point of Delivery without the prior written consent of Georgia Power, which consent shall not be unreasonably withheld. Georgia Power shall purchase energy (including associated Electrical Products) produced by the Facility during Facility testing and start-up procedures at such times and under conditions acceptable to Georgia Power at the Test Energy Price and otherwise in accordance with the terms of this Agreement. Representatives of Georgia Power shall have the right to be present during any such testing.

7.4 Environmental Attributes. Georgia Power shall have no obligation to purchase or pay for the Facility's Environmental Attributes under this Agreement. The Parties acknowledge that Environmental Attributes relating to the Facility remain the sole and exclusive property of QF.

7.5 Levelized Capacity Payments. The Parties acknowledge and agree that QF may elect to receive levelized capacity payments for the Committed Capacity delivered to Georgia Power in accordance with the applicable GPSC Rules and Orders. The Parties recognize and agree that such levelized capacity payments would be in the nature of "early payment" for a future capacity benefit to Georgia Power when such payments exceed the value of capacity payments calculated on an economic carrying cost basis. In the event QF elects to receive levelized capacity payments, the following provisions shall apply to ensure that QF shall pay the amount of such difference in payments received to the extent the capacity benefit has not been conferred to Georgia Power:

7.5.1 Upon the termination of this Agreement, QF shall owe and be liable to Georgia Power for the Account Balance of the Annual Period in which the Agreement is terminated.

7.5.2 This Section 7.5 shall survive the termination of this Agreement to the full extent necessary for its enforcement and the protection of Georgia Power.

SECTION 8 CAPACITY COMMITMENT

8.1 Committed Capacity. The Committed Capacity shall be [REDACTED] kW, unless modified in accordance with Section 8.2. The Committed Capacity shall be made available at the Point of Delivery from the Commencement of Service Date through the remaining Term of this Agreement.

8.2 Re-demonstration of Committed Capacity. Each Party shall have the right to request a Performance Test to re-determine the Facility's Committed Capacity to be performed during the period from March 15 to April 15 of each Annual Period upon ten (10) Business Days' written notice to the other Party; provided, however, that the Committed Capacity shall not exceed one hundred and ten percent (110%) of the Contract Capacity; provided, further, that upon consent by both Parties, such Performance Test may be performed outside the period of March 15 to April 15 of each Annual Period; provided, further, that no such Performance Test may be scheduled during any period of Scheduled Outage, Maintenance Outage, Force Majeure Event or during a Forced Outage. The requesting Party shall bear the costs and expenses of any such Performance Test to re-determine the Committed Capacity; provided,

however, that QF shall bear such costs and expenses of any Performance Test requested by Georgia Power if the Committed Capacity determined in such Performance Test is less than the Committed Capacity immediately prior to such Performance Test.

SECTION 9 CAPACITY PAYMENTS

9.1 Calculation of Monthly Capacity Payments.

9.1.1 Subject to the terms of this Agreement, Georgia Power shall owe QF a Monthly Capacity Payment calculated in accordance with Appendix A, Section A, subject to any Monthly Availability Adjustment, if applicable, and Seasonal Availability Adjustment, if applicable, under Appendix A, Sections C and B, respectively.

9.1.2 Georgia Power's obligation to pay the Monthly Capacity Payment shall commence on the Commencement of Service Date.

9.1.3 For purposes of calculating the Monthly Capacity Payment during Force Majeure Events affecting Georgia Power or a transmission outage caused by Georgia Power, QF shall be deemed to have delivered energy and capacity to Georgia Power at the level at which QF could have delivered energy and capacity had it not been for the inability of Georgia Power to accept such energy and capacity.

SECTION 10 ENERGY PAYMENTS

10.1 Calculation of Monthly Energy Payments.

10.1.1 Subject to the terms of this Agreement, Georgia Power shall owe QF a Monthly Energy Payment calculated in accordance with Appendix B.

10.1.2 Georgia Power's obligation to pay the Monthly Energy Payment shall commence on the Commencement of Service Date.

SECTION 11 ADMINISTRATIVE CHARGE

QF shall owe Georgia Power a Monthly Administrative Charge, in dollars (\$) per Month, for all costs and expenses incurred by Georgia Power during such Month in connection with (i) Georgia Power's administration of this Agreement, (ii) any Taxes, assessments or other impositions for which Georgia Power may be liable as a result of purchase of capacity and energy from QF or any other activity

undertaken pursuant to this Agreement, (iii) any amounts owed to Georgia Power with respect to metering as set forth in Section 6, or (iv) any amounts that are otherwise chargeable to or to be paid by QF under a provision hereof. The Monthly Administrative Charge is set forth in Table 11. Georgia Power may revise the amount of the Monthly Administrative Charge on an annual basis and will submit any revisions to the GPSC for review.

Table 11

| Contract Capacity | Monthly Administrative Charge |
|--------------------------|--------------------------------------|
| < 3 MW | \$115 |
| ≥ 3 MW | \$275 |

SECTION 12 PAYMENT PROCEDURE

12.1 Capacity and Energy Billing and Payment.

12.1.1 Subject to the provisions of Section 12.2, by the tenth (10th) Day of each Month following the Commencement of Service Date, QF shall send Georgia Power an invoice stating the Monthly Capacity Payment and the Monthly Energy Payment for the immediately preceding Month (“Monthly Invoice”). Such invoice shall also specify any other payments required to be made by either Party pursuant to this Agreement, and with respect to payments to be paid by QF, such payments shall be netted against payments due to QF by Georgia Power. QF shall also use commercially reasonable efforts to provide Georgia Power, by the third (3rd) Business Day of each Month, a good faith preliminary estimate of the Monthly Invoice that will be sent for the immediately preceding Month pursuant to this Section 12.1.1; provided, however, that the failure of QF to provide a preliminary estimate shall not alter Georgia Power’s obligations with respect to payment.

12.1.2 All Monthly Invoices shall be due and payable by Georgia Power on or before the tenth (10th) Day after Georgia Power’s receipt of such invoice. If such tenth (10th) Day is not a Business Day, then payment shall be due on the next succeeding Business Day. Subject to the provisions of Section 12.2, Georgia Power shall make payment to QF in accordance with such invoices on or before the date due in immediately available funds, through wire transfer of funds

to an account designated by QF, or other means acceptable to QF. Interest on unpaid amounts shall accrue from the date such payments were due at a rate equal to the Interest Rate. Each Monthly Invoice shall contain a statement explaining in reasonable detail how such invoice was calculated pursuant to Sections 9.1 and 10.1.

12.1.3 The Monthly Capacity Payment and the Monthly Energy Payment are the exclusive compensation owed to QF for capacity, energy and Electrical Products under this Agreement. Georgia Power shall have no responsibility for any other payments (including reimbursement for any Taxes or any other costs) to QF under this Agreement for capacity, energy, or Electrical Products.

12.2 Billing Disputes and Final Accounting.

12.2.1 If Georgia Power questions or contests the amount or propriety of any payment claimed by QF to be due pursuant to this Agreement, Georgia Power shall make payment to QF of amounts not in dispute, but may withhold amounts disputed in good faith until after the settlement of such question or contest in accordance with this Section 12.2.

12.2.2 If Georgia Power questions or contests the correctness of any charge or credit, Georgia Power shall provide QF with written notice of such amount and the basis for Georgia Power's question or contest. QF shall promptly review the questioned charge or credit and shall notify Georgia Power of any error in QF's determination of amounts owed by Georgia Power and issue an amended invoice in the amount of any payment that Georgia Power is required to make in respect of such redetermination. If Georgia Power disputes in good faith QF's amended invoice amount, then the matter shall be resolved pursuant to the provisions of Section 21.3 applicable to billing disputes. To the extent QF disagrees with Georgia Power's basis for questioning the original invoice, QF shall provide a written explanation of its position.

12.2.3 QF shall have until the end of one (1) year after the date of delivery of energy under this Agreement to correct any invoice for payment due for such energy and associated capacity and deliver a corrected invoice to Georgia Power. Georgia Power shall have until the end of one (1) year after its receipt of any invoice to question or contest the correctness of any charge or credit made to Georgia Power on such invoice. If within such one (1) year period,

Georgia Power has made payment under an invoice and thereafter questions or contests the correctness thereof, QF shall not be required to refund any payment received from Georgia Power until such time as it is finally determined that QF's invoice was in error.

12.3 Interest. If either Party does not make a payment required by this Agreement when due, then interest at the Interest Rate, from the date such overdue payment was due until the date such overdue payment, together with interest, is paid, will be added to the due payment. If either Party makes a payment pursuant to an invoice that is later determined to have been incorrect, then interest at the Interest Rate from the date such overpayment was made shall be added to the overpayment until such overpayment is refunded to such Party. Remittance received by mail, if mail is a means of payment acceptable to a Party owed such payment, will be accepted without interest charges if such payment is postmarked on or before the due date. If the due date of any payment falls on a Day other than a Business Day, the next succeeding Business Day shall be the last Day on which payment can be postmarked without interest charges being assessed. Notwithstanding this Section 12.3, no interest shall be paid with respect to any Monthly Availability Adjustment or Seasonal Availability Adjustment except to the extent that such Monthly Availability Adjustment or Seasonal Availability Adjustment was not correctly calculated and/or invoiced in accordance with this Agreement.

12.4 Billing and Payment Records. Each Party will, until the end of one (1) year after its receipt of any invoice, make available to the other Party, and each Party may audit, such books and records of the other Party as are necessary for such Party to verify the calculation of the Monthly Capacity Payments, the Monthly Energy Payments and any other invoice, charge or payment demand made in connection with this Agreement. Such books and records may exclude information that is proprietary or confidential to Georgia Power; provided, however, that QF may have access to such confidential and proprietary information, exclusively for audit purposes upon the execution of a confidentiality agreement with Georgia Power.

SECTION 13 REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1 Representations, Warranties and Covenants.

13.1.1 QF makes the following additional representations, warranties and covenants as the basis for the benefits and obligations contained in this Agreement:

13.1.1.1 QF is a [REDACTED], duly organized, validly existing and in good standing under the laws of the state of [REDACTED], that it is qualified to do business in the state of Georgia, and that it has the power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement 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 Agreement.

13.1.1.2 The execution, delivery and performance of this Agreement by QF have been duly authorized by all necessary [REDACTED] action, and do not and will not require any consent or approval of QF's [REDACTED], other than that which have been obtained.

13.1.1.3 The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement, do not and will not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Legal Requirements, or any partnership agreement, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which QF is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing.

13.1.1.4 This Agreement is the legal, valid and binding obligation of QF enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

13.1.1.5 There is no pending or, to the knowledge of QF, threatened action or proceeding against QF or its affiliates before any Governmental Authority that purports to adversely affect the legality, validity or enforceability of this Agreement as in

effect on the date hereof, or that reasonably could be expected to have a material adverse effect on QF's ability to perform its obligations under this Agreement.

13.1.1.6 The Facility is, and shall remain at all times during the Term, a Qualifying Facility; provided, however, if the Facility loses its QF status, the Agreement will not automatically terminate but shall be brought before the GPSC to determine the obligations of the Parties for the remainder of the Term.

13.1.1.7 There are no bankruptcy proceedings pending or being contemplated by QF or, to its knowledge, threatened against it.

13.1.1.8 No modifications to, or expansion of, the Facility that would have a material adverse effect on Georgia Power's rights or obligations under this Agreement will occur without the prior written consent of Georgia Power.

13.1.1.9 QF will not convey, sell, lease, transfer or otherwise dispose of all or substantially all of its business or assets, whether now owned or hereafter acquired, to the extent that such conveyance, sale, lease, transfer or other disposition would have a material adverse effect on Georgia Power's rights or obligations under this Agreement without the prior written consent of Georgia Power, which consent shall not be unreasonably withheld, conditioned or delayed.

13.1.1.10 Georgia Power will not be required by any Legal Requirement or any accounting standard, including those implemented or administered by the FASB, to consolidate QF or any of its Affiliates or permitted assigns as a VIE in Georgia Power's or any of its Affiliates' financial statements. QF covenants to promptly notify Georgia Power following any determination made by QF or its independent auditor that QF constitutes a VIE for which Georgia Power is the Primary Beneficiary as a result of this Agreement, considered individually or together with any other power purchase agreements between QF and Georgia Power. QF will provide to Georgia Power a VIE certification form in the form of Appendix F signed by the chief financial officer of QF (i) at the time of execution of this Agreement, (ii) prior to each anniversary of the Commencement of Service Date during the Term, and (iii) at any time this Agreement is amended by the Parties. QF will

also provide Georgia Power a Finance Lease certification in the form of Appendix G signed by the chief financial officer of QF at the time of execution of this Agreement and thereafter at any time this Agreement is amended by the Parties. QF covenants to promptly notify Georgia Power following any determination made by QF or its independent auditor that QF must be partially or fully deconsolidated from the books of QF or QF's parent, as the case may be.

13.1.1.11 QF Facility shall at all times remain under [REDACTED] MW capacity, and shall not make any change fundamentally altering the location of the Facility or the type of power generation technology, or materially reducing the capacity of the Facility, without the prior written consent of Georgia Power, which consent shall not be unreasonably delayed or withheld.

13.1.2 Georgia Power makes the following additional representations, warranties and covenants as the basis for the benefits and obligations contained in this Agreement:

13.1.2.1 Georgia Power is a corporation, duly organized, validly existing and in good standing under the laws of the state of Georgia, that it is qualified to do business in the state of Georgia, and that it has the power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement 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 Agreement.

13.1.2.2 The execution, delivery and performance of this Agreement by Georgia Power have been duly authorized by all necessary corporate action, and do not and will not require any consent or approval, other than that which has been obtained.

13.1.2.3 The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement, do not and will not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Legal Requirements, or any partnership agreement, deed of trust, mortgage, loan agreement, other evidence of

indebtedness or any other agreement or instrument to which Georgia Power is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing.

13.1.2.4 This Agreement is the legal, valid and binding obligation of Georgia Power enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

13.1.2.5 There is no pending or, to the knowledge of Georgia Power, threatened action or proceeding against Georgia Power or its affiliates before any Governmental Authority that purports to adversely affect the legality, validity or enforceability of this Agreement or that reasonably could be expected to have a material adverse effect on Georgia Power's ability to perform its obligations under this Agreement.

13.1.2.6 There are no bankruptcy proceedings pending or being contemplated by Georgia Power or, to its knowledge, threatened against it.

13.2 Survival of Representations, Warranties and Covenants. All representations, warranties and covenants made by QF and by Georgia Power in or under this Agreement shall survive the execution and delivery of this Agreement and any action taken pursuant hereto.

SECTION 14 EVENTS OF DEFAULT; REMEDIES

14.1 Default by QF. The occurrence of any of the following events shall constitute an Event of Default by QF:

14.1.1 Except in the event of an outage scheduled in advance with Georgia Power or a Force Majeure Event, QF fails for a period of thirty (30) Days to maintain the capability of the Facility to deliver energy to Georgia Power under the terms of this Agreement and fails to promptly commence and diligently pursue to cure such default within one hundred eighty (180) Days after receipt of written demand therefor from Georgia Power.

14.1.2 Notwithstanding any other provision of this Agreement, the re-demonstrated Committed Capacity pursuant to Section 8.2 is below seventy percent (70%) of the initial Committed Capacity declared in Section 8.1, and QF fails to (i) submit to Georgia Power a cure plan reasonably acceptable to Georgia Power for failure to re-demonstrate Committed Capacity within ten (10) Days after such re-demonstration, and (ii) cure such failure to re-demonstrate Committed Capacity within a reasonable period of time not to exceed one hundred twenty (120) Days from the completion of the re-demonstration (“Committed Capacity Cure Period”). In the event QF fails to (i) establish such cure plan within the required ten (10) Day period, or (ii) diligently implement such cure plan (including implementation of such actions as Georgia Power may reasonably request), or (iii) cure the inadequate Committed Capacity within the Committed Capacity Cure Period, Georgia Power shall have the right to declare an Event of Default. The cause of the inadequate Committed Capacity shall be cured only if (i) QF provides Georgia Power with a written certification reasonably acceptable to Georgia Power confirming that the inadequate Committed Capacity has been cured, and (ii) the inadequate Committed Capacity is increased to a value equal to or greater than seventy percent (70%) of the of the initial Committed Capacity declared in Section 8.1, as demonstrated by the most recent Performance Test.

14.1.3 QF shall: (i) commence 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; (ii) consent to the entry of a decree or order for relief in respect of QF 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; (iii) file any petition, answer or consent seeking reorganization or similar relief under any applicable federal or state law, which, if granted would have the effect of relieving QF of any of its obligations; (iv) consent to the filing of any petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of QF or of any substantial part of its property; (v) make an assignment for the benefit of creditors; (vi) admit in writing its inability to generally pay its debts as they become due; or (vii) take any action in furtherance of any of the foregoing.

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

14.1.5 QF fails to comply or cause compliance with the QF Performance Security requirements of Section 20, or QF Guarantor breaches any of its obligations under the QF Guaranty or if any representation or warranty made by QF Guarantor in the QF Guaranty shall prove to be incorrect in any material respect when made, unless any of the foregoing is cured by the end of the second Business Day following receipt of a written notice from Georgia Power of a failure under this Section 14.1.5.

14.1.6 QF violates the requirements of Section 22.1.1 or Section 22.1.3 through an assignment or transfer of this Agreement or an ownership interest in the Facility or through a Change of Control Transaction.

14.1.7 QF, or any of its Representatives, willfully adjusts the Metering System or the Interconnection Facilities without Georgia Power's prior written consent and which adjustment has the effect of falsely increasing the amounts owed by Georgia Power under this Agreement.

14.1.8 QF fails to pay Georgia Power any undisputed amount payable by QF to Georgia Power pursuant to this Agreement for fifteen (15) Days after the same shall have become due and payable and QF fails to cure such failure to pay within fifteen (15) Days after receipt of written demand therefor from Georgia Power.

14.1.9 The Availability Percentage for a Facility that is Dispatchable for either (i) one (1) Summer Season, or (ii) one (1) Winter Season during which five hundred (500) or more hours are Scheduled for each Month, or (iii) six (6) consecutive Months during which five hundred (500) or more hours are Scheduled is below sixty percent (60%), or the Availability Percentage for a

Facility that is not Dispatchable for either (i) one (1) Summer Season, or (ii) one (1) Winter Season, or (iii) six (6) consecutive Months is below sixty percent (60%); provided, however, that QF may, within fifteen (15) Days after the end of such Season or six (6) Month period, as applicable, submit a cure plan that is reasonably acceptable to Georgia Power and expected to resolve the cause of the unsatisfactory Availability Percentage as soon as practicable, but in no event later than one hundred eighty (180) Days from the end of such Season or six (6) Month period, as applicable (the “Availability Percentage Cure Period”). If QF fails to submit such a cure plan in a timely manner or fails to diligently pursue implementation of the cure plan, or if the unsatisfactory Availability Percentage is not, in fact, cured by the end of the Availability Percentage Cure Period, then Georgia Power shall have the right to declare an Event of Default. The cause of the unsatisfactory Availability Percentage shall be cured only if (i) QF is able to resume performance of its obligations under this Agreement and provides Georgia Power with a written certification reasonably acceptable to Georgia Power that the cause of the unsatisfactory Availability Percentage has been cured, and (ii) the Monthly Availability Percentage determined for the first full month following QF’s receipt of such certification of successful completion of the cure plan is at least sixty percent (60%). For the purposes of this Section 14.1.9, the “Availability Percentage” for a Facility that is Dispatchable shall mean the MWh Delivered from the Facility divided by the MWh Scheduled, and the “Availability Percentage” for a Facility that is not Dispatchable shall mean MWh Delivered divided by the product of Committed Capacity and Hours Available, as further described in Appendix A, Section B.

14.1.10 Georgia Power is required by any Legal Requirement or any accounting standard, including those implemented or administered by FASB, to consolidate QF or any of its Affiliates or permitted assigns as a VIE in Georgia Power’s or any of its Affiliates’ financial statements and such condition continues for a period of thirty (30) Days after written notice thereof from Georgia Power unless such cure is not capable of being effected within such thirty (30) Days period, in which case QF shall have an additional thirty (30) Days period in which to commence such cure and thereafter diligently pursues such cure and completes such cure within sixty (60) Days. Georgia Power may seek remedies pursuant to Section 14.3 for a QF Event of

Default caused under this Section 14.1.10; provided, however, upon termination of this Agreement, if the QF is able to clearly demonstrate that the QF Event of Default was not caused by any direct or indirect action by QF, the QF shall have no further liability or obligation to Georgia Power except for any obligation arising prior to the date of such termination.

14.1.11 Subject to Section 13.1.1.6, any representation, warranty or covenant made by QF herein or in any certificate or other document delivered to Georgia Power pursuant hereto shall prove to be incorrect in any material respect when made, unless QF shall promptly commence and diligently pursue 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 QF by Georgia Power (unless such cure is not capable of being effected within such thirty (30) Day period in which case QF shall 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.

14.1.12 QF violates any Legal Requirement and such violation would have a material adverse effect on QF's ability to perform under this Agreement and such violation is not cured within thirty (30) Days after written notice from Georgia Power unless such cure is not capable of being effected within such thirty (30) Day period, in which case QF shall have an additional thirty (30) Day period in which to commence such cure and thereafter diligently pursues such cure and completes such cure within sixty (60) Days and such cure removes any material adverse effect on QF's ability to perform under this Agreement; provided, however, QF shall be deemed not to have committed an Event of Default hereunder if QF has validly contested the alleged violation, such matter remains pending before the applicable Governmental Authorities, and any cease and desist order or other enforcement action due to an alleged violation of the Legal Requirements has been stayed.

14.1.13 QF abandons the development or construction of the Facility prior to the Commercial Operation Date, or QF fails to achieve Commercial Operation of the Facility by nine (9) Months after the RCOD, or QF notifies Georgia Power that QF has reasonably determined

that QF will not achieve Commercial Operation or that Commercial Operation will not be achieved by nine (9) Months after the RCOD.

14.1.14 QF fails to execute the QF Interconnection Agreement in accordance with Section 5.4.3.

14.1.15 QF fails to perform or observe any material obligation of QF under this Agreement, other than those obligations specifically addressed in Section 14.1, which failure continues for a period of thirty (30) Days after written notice thereof from Georgia Power unless such cure is not capable of being effected within such thirty (30) Day period, in which case QF shall have an additional thirty (30) Day period in which to perform such cure.

14.2 Default by Georgia Power. The occurrence of any of the following events shall constitute an Event of Default by Georgia Power:

14.2.1 Georgia Power fails to pay any undisputed amount payable by Georgia Power to QF pursuant to this Agreement for twenty (20) Business Days after the same shall have become due and payable and Georgia Power fails to cure such failure to pay within twenty (20) Business Days after receipt of written demand therefor from QF.

14.2.2 Georgia Power shall: (i) commence 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; (ii) consent to the entry of a decree or order for relief in respect of Georgia Power 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; (iii) file any petition, answer or consent seeking reorganization or similar relief under any applicable federal or state law, which, if granted would have the effect of relieving Georgia Power of any of its obligations; (iv) consent to the filing of any petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of Georgia Power or of any substantial part of its property; (v) make an assignment for the benefit of creditors; (vi) admit in writing its inability to generally pay its debts as they become due; or (vii) take any action in furtherance of any of the foregoing.

14.2.3 A court having jurisdiction shall enter: (i) a decree or order for relief in respect of Georgia Power in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law; or (ii) a decree or order, the entry of which was sought by an entity other than Georgia Power, adjudicating Georgia Power bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Georgia Power under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of Georgia Power or of any substantial part of its affairs.

14.2.4 Georgia Power violates the requirements of Section 22.1.2 through an assignment or transfer of this Agreement or an ownership interest in the Facility or through a Change of Control Transaction.

14.2.5 Any representation, warranty or covenant made by Georgia Power herein or in any certificate or other document delivered to QF pursuant hereto shall prove to be incorrect in any material respect when made, unless Georgia Power shall promptly commence and diligently pursue 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 Georgia Power by QF (unless such cure is not capable of being effected within such thirty (30) Day period in which case Georgia Power shall have an additional thirty (30) Day period in which to perform such cure) and such cure removes any material adverse effect on QF of such representation, warranty or covenant having been incorrect.

14.2.6 Georgia Power violates any Legal Requirement and such violation would have a material adverse effect on Georgia Power's ability to perform under this Agreement and such violation is not cured within thirty (30) Days after written notice from QF unless such cure is not capable of being effected within such thirty (30) Day period, in which case Georgia Power shall have an additional thirty (30) Day period in which to commence such cure and thereafter diligently pursues such cure and completes such cure within sixty (60) Days and such cure removes any material adverse effect on Georgia Power's ability to perform under this Agreement; provided, however, Georgia Power shall be deemed not to have committed an Event of Default hereunder if

Georgia Power has validly contested the alleged violation, such matter remains pending before the applicable Governmental Authorities, and any cease and desist order or other enforcement action due to an alleged violation of the Legal Requirement has been stayed.

14.2.7 Georgia Power fails to perform or observe any material obligation of Georgia Power under this Agreement, other than those obligations included in this Section 14.2, which failure materially and adversely affects the ability of QF or Georgia Power to perform their respective obligations under this Agreement and continues for a period of thirty (30) Days after written notice thereof from QF (unless such cure is not capable of being effected within such thirty (30) Day period, in which case Georgia Power shall have an additional thirty (30) Day period in which to perform such cure.)

14.3 Remedies

14.3.1 Actions by Non-Defaulting Party. If an Event of Default occurs at any time during the Term, the non-defaulting Party (the “Non-Defaulting Party”) may, for so long as the Event of Default is continuing, subject to the provisions of Section 21, take one or more of the following actions: (i) establish a date (which date shall be no more than ten (10) Business Days after the Non-Defaulting Party delivers written notice of such date to the defaulting Party (the “Defaulting Party”)) on which this Agreement shall terminate (the “Early Termination Date”), (ii) proceed by appropriate proceedings in accordance with this Agreement at law, in equity or otherwise, to protect and enforce its right to damages (actual or liquidated) or, where the Event of Default is one other than the failure to pay money, equitable relief, including specific performance, and (iii) immediately cease performance or withhold any payments, or both, due in respect of this Agreement.

14.3.2 Termination. If an Early Termination Date has been established, the Non-Defaulting Party shall in good faith calculate its Gains, Losses and Costs resulting from the termination of this Agreement, aggregate such Gains, Losses and Costs into a single net amount, and then notify the Defaulting Party. If the Non-Defaulting Party’s aggregate Losses and Costs exceed its aggregate Gains, the Defaulting Party shall, unless it disagrees with such calculation, within fifteen (15) Business Days of receipt of such notice, pay the net amount (the “Termination

Payment”) to the Non-Defaulting Party, which amount shall bear interest at the Interest Rate from the Early Termination Date until paid. If the Non-Defaulting Party’s aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the Non-Defaulting Party may retain such Gains. If the Defaulting Party disagrees with the calculation of the Termination Payment, the issue shall be resolved pursuant to the provisions of Section 21 applicable to Termination Payment disputes, and the resulting Termination Payment shall be due and payable within three (3) Business Days after the award. However, notwithstanding anything herein to the contrary, in the case of any termination of this Agreement by Georgia Power under Section 14.3.1 for an Event of Default by QF under Section 14.1.13, rather than the application of a calculation of Gains, Losses and Costs resulting from the termination of this Agreement, QF shall pay to Georgia Power the damages prescribed by Section 2.7. The Gains, Losses and Costs shall be determined by comparing the cost under this Agreement of the capacity and energy that would be available under this Agreement for the remainder of the Term had this Agreement not been terminated to the market price of capacity and energy of equivalent reliability and scheduling flexibility for the remaining Term (had this Agreement not been terminated). For the avoidance of doubt, nothing in Section 20 is intended to limit liability under this Section 14.3. To ascertain such market price, the Non-Defaulting Party may consider, among other evidence, the settlement prices of New York Mercantile Exchange energy futures contracts, quotations from leading dealers in energy swap contracts, offers for replacement capacity and energy or bids to purchase the remaining capacity and energy that was to be sold pursuant to this Agreement made by bona fide third-parties (including offers received by the Non-Defaulting Party in response to any request for proposals for capacity and energy contracts), all adjusted for the length of the remaining Term (had this Agreement not been terminated) and differences in locational basis (including costs of transmission investments and transmission service), reliability, scheduling flexibility and any other considerations affecting value. Neither Party shall be required to enter into replacement transactions in order to determine the Termination Payment. As used in this Section 14.3.2: (i) “Costs” shall mean, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by such Party either in terminating any agreement which

it has entered into to fulfill its obligations hereunder or entering into new agreements which replace this Agreement, and attorneys' fees, if any, incurred in connection with enforcing its rights under this Agreement; (ii) "Gains" shall mean, an amount equal to the economic benefit determined on a mark to market basis (exclusive of Costs), if any, to the Non-Defaulting Party resulting from the termination of this Agreement; and (iii) "Losses" shall mean an amount equal to the economic loss determined on a mark to market basis (exclusive of Costs), if any, to the Non-Defaulting Party resulting from the termination of this Agreement.

14.4 Rights of Specific Performance. In the case of an Event of Default, the Parties recognize that any remedy at law may be inadequate because this Agreement is unique and/or because the actual damages of the Non-Defaulting Party may exceed the amount of any guaranty or other collateral available to the Non-Defaulting Party. The Parties agree that in such an event, the Non-Defaulting Party shall be entitled to pursue an action for specific performance and the Defaulting Party waives all of its rights to assert as a defense to such action that the Non-Defaulting Party's remedy at law is adequate.

14.5 Limitation of Remedies, Liability and Damages. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, AND EXCEPT FOR THE PAYMENT OF LIQUIDATED DAMAGES SPECIFIED HEREIN, NEITHER PARTY NOR THEIR AFFILIATES SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE; PROVIDED, HOWEVER, THAT

THIS SENTENCE SHALL NOT APPLY TO LIMIT THE LIABILITY OF A PARTY WHOSE ACTIONS GIVING RISE TO SUCH LIABILITY CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED, FURTHER, THAT IT IS EXPRESSLY AGREED THAT THE LOST VALUE OF ANY INVESTMENT TAX CREDIT, PRODUCTION TAX CREDIT OR ANY OTHER SIMILAR TAX CREDIT OR BENEFIT WILL BE CONSIDERED CONSEQUENTIAL DAMAGES. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL GEORGIA POWER'S LIABILITY TO QF FOR A TERMINATION PAYMENT UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE SUM OF ANY AMOUNTS THEN OWED BY GEORGIA POWER HEREUNDER PLUS THE TOTAL OF ALL REMAINING MONTHLY CAPACITY PAYMENTS FOLLOWING TERMINATION THAT WOULD HAVE BEEN PAYABLE TO QF UNDER THIS AGREEMENT HAD THE AGREEMENT REMAINED IN EFFECT THROUGH THE END OF THE TERM.

14.6 Disclaimer of Warranties. THERE ARE NO WARRANTIES UNDER THIS AGREEMENT EXCEPT TO THE EXTENT SPECIFICALLY SET FORTH IN THE TEXT HEREOF. THE PARTIES HEREBY SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

14.7 No Interruption. Except as otherwise provided in this Agreement, unless and until this Agreement has been terminated, neither Party shall, as a result of any breach or alleged breach by the other Party, refuse to deliver, or suspend or delay any delivery of, capacity or associated energy to be provided under this Agreement; refuse to take energy to the extent required under this Agreement; suspend, delay or refuse to make, any of the payments required under this Agreement.

14.8 Duty to Mitigate. Notwithstanding any other provision of this Agreement, each Party has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance.

SECTION 15 COMPLIANCE WITH LAWS

15.1 Compliance. QF represents, warrants and covenants that as of the Commencement of Service Date and for the Term, QF shall (i) be in compliance with all Legal Requirements with respect to the ownership, operation and maintenance of the Facility, including all requirements to seek, obtain, maintain, comply with and, as necessary, renew and modify from time to time, any and all applicable certificates, licenses, permits and government approvals and all applicable environmental certificates, licenses, permits and approvals, environmental impact analysis, and if applicable, the mitigation of environmental impacts, and (ii) pay all costs, expenses, charges and fees in connection therewith.

15.2 New GHG Law. This Section 15.2 is applicable only to a Facility that is Dispatchable under this Agreement. For the avoidance of doubt, notwithstanding Sections 15.2.1 through 15.2.4, Georgia Power shall not be obligated to reimburse QF for any GHG Charges incurred by QF under a New GHG Law for Greenhouse Gas emitted by a Facility that is not Dispatchable under this Agreement, and Georgia Power shall not otherwise be responsible for any costs or expenses incurred by QF under a New GHG Law in connection with a Facility that is not Dispatchable under this Agreement or otherwise in connection with Greenhouse Gas emitted by a Facility that is not Dispatchable under this Agreement.

15.2.1 In the event of the enactment of a New GHG Law by any Governmental Authority, Georgia Power shall reimburse QF for the GHG Charges paid by QF under such New GHG Law for Greenhouse Gas emitted due to the Facility producing and delivering energy to the Point of Delivery pursuant to this Agreement; provided, however, that QF shall be required to use GHG Credits, if any, to avoid or mitigate such GHG Charges in accordance with Section 15.2.3. In no event shall Georgia Power be responsible for GHG Charges associated with (i) Greenhouse Gas emissions that exceed the GHG Cap, or (ii) energy not delivered under this Agreement.

15.2.2 As a condition to Georgia Power's obligation to reimburse QF for GHG Charges under Section 15.2.1, QF shall submit to Georgia Power documentation of such GHG Charges that establishes each of the following to Georgia Power's reasonable satisfaction: (i) the amount of the GHG Charges; (ii) QF is responsible for the payment of the GHG Charges to a Governmental Authority in whose jurisdiction the Facility is located or that otherwise has jurisdiction over QF or the Facility, and QF has paid the GHG Charges to the Governmental

Authority; (iii) the GHG Charges were incurred for Greenhouse Gas emitted due to the Facility producing and delivering energy to the Point of Delivery pursuant to this Agreement; and (iv) QF took all reasonable steps to mitigate the cost or amount of such GHG Charges, including utilizing any GHG Credits pursuant to Section 15.2.3.

15.2.3 QF shall be required to use GHG Credits allocated to or for the Facility, or otherwise granted to or received by QF for the Facility, to avoid or mitigate GHG Charges otherwise reimbursable by Georgia Power under Section 15.2.1. In the event that QF is allocated, issued or has the right to obtain GHG Credits for a portion of or its entire fleet of generating units, then QF shall, at no cost to Georgia Power, utilize a proportional amount of such GHG Credits to mitigate the GHG Charges otherwise reimbursable by Georgia Power under Section 15.2.1. For purposes of this Section 15.2.3, all references to "QF" shall be deemed to include QF's Affiliates or other entity to which GHG Credits may be or have been allocated to or given rights to obtain for the Facility. The proportional amount of GHG Credits shall be calculated based on the method, formula or other similar calculation by which the Governmental Authority used to determine the amount of such GHG Credits attributable to each generating unit compared to the sum of all GHG Credits for all generating units of QF. As a condition to Georgia Power's obligation to reimburse QF for GHG Charges under Section 15.2.1, QF shall provide Georgia Power with all information reasonably requested by Georgia Power to document GHG Credits and QF's compliance with this Section 15.2.3.

15.2.4 QF shall not transfer, or provide any other Person rights with respect to, GHG Credits that QF is required to use to mitigate GHG Charges under Section 15.2.3.

15.3 Change of Law.

15.3.1 "Change of Law" means a Legal Requirement enacted after the Execution Date, which requires QF to install additional or different equipment at the Facility or otherwise modify the Facility in order to comply with such Legal Requirement.

15.3.2 "Change of Law Capital Expenditures" means additional capital expenditures (determined in accordance with GAAP) reasonably incurred by QF in accordance with Prudent Industry Practices for additional or different equipment installed at the Facility during the Term, or

for other modifications to the Facility during the Term, as a direct result of a Change of Law and as necessary for the Facility as operated under this Agreement to comply with such Change of Law during the Term; provided, however, that capital expenditures will not constitute Change of Law Capital Expenditures unless Georgia Power, using Prudent Industry Practices, would incur the same capital expenditures with respect to its own generation facilities of the same type as the Facility as a result of the requirements of such Change of Law (taking into account differences in facility generating capacity and the frequency and duration of facility dispatch). Change of Law Capital Expenditures shall be appropriately pro-rated based on: (i) the remaining Term divided by the useful life of the applicable capital addition or modification; and (ii) the Committed Capacity divided by the total Facility generating capability, if applicable. Change of Law Capital Expenditures will be net of any cost savings to QF resulting from the capital addition or modification.

15.3.3 If QF determines that any Change of Law Capital Expenditures will be incurred as a result of a Change of Law (including costs less than the Threshold Amount), QF shall notify Georgia Power of a Change of Law by no later than six (6) Months after the enactment of the applicable Change of Law ("Change of Law Notice"). The Change of Law Notice must include a discussion of the relevant Change of Law, QF's plan to comply with the Change of Law (including the additional or different equipment at the Facility or other modification of the Facility required to comply with the Change of Law), and reasonable documentation of QF's determination of Change of Law Capital Expenditures (or estimate of Change of Law Capital Expenditures if actual costs are not known), and QF will provide periodic updates to Georgia Power regarding QF's compliance plan and Change of Law Capital Expenditures. QF will provide any such additional relevant information as may reasonably requested by Georgia Power.

15.3.4 If one or more Change of Laws would cause QF to incur Change of Law Capital Expenditures (in the aggregate) in excess of four dollars per kilowatt (\$4.00/kW) multiplied by the Contract Capability of the Facility in kW in any given Annual Period (the "Threshold Amount"), and if QF submitted a Change of Law Notice(s) for such Change of Law(s) pursuant to Section 15.3.3, then QF may, through written notice to Georgia Power ("Excess Capital Expenditures

Notice”), request Georgia Power’s approval, in Georgia Power’s sole discretion, of QF’s recovery of such incremental amount of capital expenditures in excess of the Threshold Amount (such excess amount, the “Excess Change of Law Capital Expenditures”) through an adjustment to the Annual Capacity Price, provided that no adjustment will be allowed to an Annual Capacity Price for any Annual Period prior to QF incurring Excess Change of Law Capital Expenditures. For purposes of calculating the adjustment to the Annual Capacity Price associated with capitalized additions or modifications to the Facility (determined in accordance with GAAP), the Parties will, each acting in good faith and in a commercially reasonable manner, establish an appropriate annual fixed charge rate for application to the original capital cost of such additions, modifications, or other capital expenditures. This calculation will represent the total cost associated with the identified addition or modification, including depreciation, carrying costs, and any other cost or expense item related to capital investments. QF may not seek recovery of any Change of Law Capital Expenditures for which QF did not submit a Change of Law Notice under Section 15.3.3. The Excess Capital Expenditures Notice shall supplement the Change of Law Notice, including addressing in detail the Excess Change of Law Capital Expenditures and setting forth QF’s calculations for the proposed increase in the Annual Capacity Price, as determined pursuant to this Section 15.3.4. QF shall be responsible for demonstrating that QF’s proposed plan for complying with the Change of Law is reasonable and conforms with Prudent Industry Practices and that the Excess Change of Law Capital Expenditures are reasonable, consistent with Prudent Industry Practices, required for compliance with the Change of Law, and otherwise in compliance with Section 15.3. QF shall promptly provide any and all other information reasonably requested by Georgia Power in connection Georgia Power’s analysis of and response to QF’s Excess Capital Expenditures Notice.

15.3.5 By no later than three hundred sixty-five (365) Days after receipt of QF’s Excess Capital Expenditures Notice, Georgia Power will inform QF by written notice of whether Georgia Power, in Georgia Power’s sole discretion, accepts or rejects QF’s proposed adjustment to the Annual Capacity Prices to recover Excess Change of Law Capital Expenditures (“Georgia Power Election Notice”); provided, however, if Georgia Power does not notify QF of Georgia Power’s

decision within such three hundred sixty-five (365) Days period, then Georgia Power will be deemed to have rejected QF's proposed adjustment to the Annual Capacity Prices. For the avoidance of doubt, under no circumstances will Georgia Power's rejection of a proposed adjustment to Annual Capacity Prices and QF's recovery of Excess Change of Law Capital Expenditures constitute an Event of Default under Section 14 of this Agreement.

15.3.6 If Georgia Power, in its sole discretion, rejects QF's request, or if Georgia Power is deemed under Section 15.3.5 to have rejected QF's request, to recover Excess Change of Law Capital Expenditures addressed in QF's Excess Capital Expenditures Notice, QF shall provide written notice to Georgia Power (the "QF Response Notice") by the QF Response Deadline of whether QF elects to (i) pay for such Change of Law Capital Expenditures (including Excess Change of Law Capital Expenditures), or (ii) terminate this Agreement effective as of the date set forth in the QF Response Notice (which date shall be no earlier than three hundred sixty-five (365) Days after the date the QF Response Notice is provided to Georgia Power). The "QF Response Deadline" is the date that is thirty (30) Days after the earlier of (i) the date of the Georgia Power Election Notice, or (ii) three hundred sixty-five (365) Days after Georgia Power's receipt of QF's Excess Capital Expenditures Notice if Georgia Power did not provide a Georgia Power Election Notice. If QF does not provide a QF Response Notice to Georgia Power by the QF Response Deadline, then QF will be deemed to have waived such option to terminate this Agreement as a result of the relevant Change of Law(s) and Change of Law Capital Expenditures and shall be deemed to have elected to pay for such Change of Law Capital Expenditures (including Excess Change of Law Capital Expenditures). Notwithstanding anything herein to the contrary, if QF elects to so terminate this Agreement in a QF Response Notice provided to Georgia Power by the QF Response Deadline, Georgia Power shall have the right to elect by written notice, delivered to QF within sixty (60) Days after such QF Response Notice, to accept QF's proposed adjustment to Annual Capacity Prices as set forth in QF's Excess Capital Expenditures Notice to recover Excess Change of Law Capital Expenditures, and in such case this Agreement shall not terminate and shall continue in full force and effect with such adjustment to Annual Capacity Prices. If Georgia Power does not provide such written notice within such

sixty (60) Days period, then Georgia Power shall be deemed to have waived such election and this Agreement shall terminate in accordance with the QF Response Notice on the date set forth in the QF Response Notice (provided the termination date shall be no earlier than three hundred sixty-five (365) Days after the date the QF Response Notice is provided). QF shall be responsible for all Change of Law Capital Expenditures incurred prior to the effective date of any such termination. Following the effective date of any such termination, neither Party shall have any further liability to the other Party except for any obligations incurred prior to the effective date of the termination.

15.3.7 The Parties acknowledge that, except as provided in Sections 15.3.4, 15.3.5 and 15.3.6, the Annual Capacity Prices shall not be adjusted as a result of a Change of Law or Change of Law Capital Expenditures. If Georgia Power has elected under Section 15.3.5 or Section 15.3.6 to accept QF's proposed adjustment to Annual Capacity Prices to recover Excess Change of Law Capital Expenditures, QF may not seek any additional adjustment to Annual Capacity Prices for the same Change of Law(s) addressed in such Georgia Power election (including for any additional or different Change of Law Capital Expenditures arising from such Change of Law(s)). For the avoidance of doubt, any election by Georgia Power under Section 15.3.5 or Section 15.3.6 to allow QF to recover Excess Change of Law Capital Expenditures shall apply only to the Change of Law and Excess Change of Law Capital Expenditures addressed in such Georgia Power election.

15.3.8 QF acknowledges and agrees that except as provided in Section 15.2 and Section 15.3: (i) Georgia Power shall not be responsible for any costs or expenses incurred by QF in connection with the Facility or the performance of QF's obligations under this Agreement that result from new or different or other changes in Legal Requirements (including any change in an interpretation of any Legal Requirement); and (ii) in no event shall the payments required to be made by Georgia Power under this Agreement be increased as a result of any costs or expenses that QF incurs as a result of new or different or other changes in Legal Requirements (including any change in an interpretation of any Legal Requirement).

15.4 No Dedication. No undertaking by QF under this Agreement is intended to constitute the dedication of the Facility or any part thereof to the public or affect the status of QF as an independent entity and not a public utility or public service company.

SECTION 16 GPSC AND FERC APPROVALS; TAXES

16.1 GPSC: Recovery of Payments from Ratepayers. Notwithstanding any other provision of this Agreement, if Georgia Power, at any time during the Term of this Agreement is denied the authorization of the GPSC to recover from its ratepayers any or all of the payments already made or required or contemplated to be made to QF pursuant to this Agreement, Georgia Power may, at its sole option, (a) collect a lump-sum payment from QF equal to the amount of any payments already made to QF that the GPSC denied recovery of and (b) adjust the payments made under this Agreement to the amount which Georgia Power is authorized to recover from its ratepayers.

16.2 FERC: Recovery of Payments from Ratepayers. Notwithstanding any other provision of this Agreement, if Georgia Power is denied the authorization of the FERC to recover from its FERC jurisdictional customers any or all of the payments already made or required or contemplated to be made to QF pursuant to this Agreement, Georgia Power may, at its sole option, (a) collect a lump-sum payment from QF equal to the amount of any payments already made to QF that the FERC denied recovery of and (b) adjust the payments made under this Agreement to the amount which Georgia Power is authorized to recover from its FERC jurisdictional customers.

16.3 FERC: Reduction of Rates. In the event the FERC imposes a rule, regulation, order or other requirement which requires (by specific reference to this Agreement, by general order referencing all of Georgia Power's power purchase agreements, or otherwise) a reduction in the capacity and/or energy rates charged under this Agreement, QF agrees to be bound by such reduction and agrees to adjust the capacity and energy rates charged hereunder to the amounts permitted by the FERC.

16.4 Taxes.

16.4.1 QF shall pay, or cause to be paid, all Taxes on or with respect to: (i) the Facility, including its development, permitting, design, engineering, procurement, construction, testing, startup, ownership, leasing, financing, operation, and maintenance; (ii) the production and

delivery of energy to be provided to Georgia Power arising, in the case of energy, prior to the time of QF's delivery of such energy to Georgia Power at the Point of Delivery.

16.4.2 Georgia Power shall pay or cause to be paid all Taxes on or with respect to energy received by Georgia Power arising at and after the time such energy is delivered by QF to the Point of Delivery, which Taxes shall include such sales, use, excise or other similar Taxes on the sale to Georgia Power and purchase from QF of capacity and energy pursuant to this Agreement.

16.4.3 Each Party shall use reasonable efforts to implement and administer the provisions of this Agreement in accordance with the intent of the Parties to minimize Taxes so long as neither Party is materially adversely affected by such efforts.

16.4.4 In the event QF is required by law or regulation to remit or pay Taxes that are Georgia Power's responsibility hereunder, QF may include such Taxes in the next Monthly Invoice and Georgia Power shall remit payment thereof in accordance with Section 12. Conversely, if Georgia Power is required by law or regulation to remit or pay Taxes that are QF's responsibility hereunder, Georgia Power may deduct the amount of any such Taxes from the sums otherwise due to QF under this Agreement. Any refunds associated with such Taxes will be handled in the same manner. Nothing herein shall obligate or cause a Party to pay or be liable to pay any Taxes from which it is exempt under applicable Legal Requirements.

SECTION 17 INDEMNIFICATION

17.1 Scope of Indemnity. To the fullest extent authorized by applicable Legal Requirements, QF expressly agrees to indemnify, hold harmless and defend Georgia Power and its Representatives (each an "Indemnified Party") against all claims, liabilities, fines, costs or expenses (on an After-Tax Basis) imposed by Governmental Authorities or arising from loss, damage or injury to the person or property of third parties in any manner directly or indirectly related to: (a) the development, construction, use, ownership or operation of the Facility; (b) acts or omissions of QF or its Representatives in connection with the performance of, or failure to perform, QF's obligations or representations, warranties, or covenants under this Agreement (including any failure to comply with any applicable Legal Requirement); (c) a representation or warranty of QF (or its Affiliate) being false or misleading in any

material respect when made or when deemed made; (d) activities (including prior uses of third parties) on QF's side of the Point of Delivery; or (e) any negligence or willful misconduct of QF or its Representatives, except to the extent such loss, damage or injury is the result of the negligence or willful misconduct of Georgia Power.

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

SECTION 18 INSURANCE

[NOTE TO DRAFT: The insurance amounts will include the corresponding insurance amounts found in the current GPSC-approved pro forma PPA for the most-similar technology and term.]

18.1 Insurance Required of QF. Throughout the Term, QF must acquire and maintain, at its sole cost and expense, the types and amounts of insurance coverage as are consistent with Prudent Industry Practices, but in no event less than the types and amounts described in this Section 18.

18.2 Proof of Insurance. Georgia Power, in its sole discretion, may require QF to deliver to Georgia Power, at any time during the Term, but at least thirty (30) Days after the Execution Date and thereafter annually on the Commercial of Service Date anniversary, a certificate of insurance certifying

QF's coverage under an insurance policy(ies) issued by a reputable insurance company, with a minimum AM Best rating of A- VII, authorized to do business in the state where the Facility is located.

18.3 General Terms. Upon commencement of operation of the Facility, the required insurance coverage must contain broad form contractual liability coverage specifically covering acts arising out of or caused by the operation of the Facility or by QF's failure to maintain the Facility in satisfactory and safe operating condition. QF's insurance must be primary for any activity arising out of this Agreement. Insurance or self-insurance maintained by Georgia Power or other additional insureds is in excess of QF's insurance, contingent and non-contributory. To the extent allowed by applicable Legal Requirements, Georgia Power and its Representatives must be additional insureds under the commercial general liability policy, auto liability policy, excess/umbrella policy and pollution liability policy. To the extent allowed by applicable Legal Requirements, QF waives, and must require its insurers to waive, a right of subrogation against Georgia Power and its Representatives for the coverages described below.

18.4 General Liability Insurance. This insurance policy must provide the following coverage, which can be exceeded by QF and may be met through any combination of primary insurance and following form excess or umbrella insurance, so long as the combined limits meet requirements of this Agreement:

18.4.1 Commercial general liability insurance in an "occurrence" form with bodily injury and property damage combined liability limits of not less than [REDACTED] dollars (\$[REDACTED]) per occurrence; provided, however: (i) QF may use any combination of primary or excess policies to satisfy the overall limit requirements; and (ii) if QF uses a "claims-made" policy, it must maintain continuous coverage in effect for at least five (5) years beyond termination of this Agreement, through continuous renewal of the original policy or by purchasing extended discovery period or retroactive insurance dated back to the Execution Date of this Agreement.

18.4.2 Coverage shall include broad form contractual liability and a separation of insureds provision.

18.5 Additional Insurance. In addition to the requirements above, QF must acquire and maintain throughout the Term, the following additional types of insurance:

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

18.5.2 Auto Liability. Automobile liability insurance including owned, non-owned and hired automobiles with combined bodily injury and property damage limits of at least [] dollars (\$ []).

18.5.3 Pollution Liability. Coverage for bodily injury, property damage, including clean-up costs and defense costs resulting from sudden, accidental and gradual pollution conditions, including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hydrocarbons, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water shall be maintained, with limits not less than [] dollars (\$ []) per occurrence or claim; provided, however, that, if QF uses a "claims-made" policy, the policy must maintain continuous coverage in effect for at least five (5) years beyond termination of this Agreement through continuous renewal of the original policy or by purchasing extended discovery period retroactive insurance dated back to the Execution Date of this Agreement.

18.5.4 All Risk Property. Limits sufficient to cover the full replacement cost of the Facility.

18.6 Notice of Change or Cancellation. QF must notify Georgia Power at least thirty (30) Days prior to the effective date of any cancellation, with the exception of a ten (10) Days' notice for nonpayment of premium. Furthermore, QF agrees to notify Georgia Power at least thirty (30) Days prior to the effective date of any known material change in a required policy.

18.7 Payment of Premiums. QF will pay all premiums and other charges due on each insurance policy and will keep all coverage in force throughout the Term of this Agreement.

18.8 No Waiver of Liability. The provisions requiring QF to acquire and maintain insurance under this Agreement will not be construed as a waiver, restriction or limitation of any liability imposed on

QF under this Agreement, whether or not the same is covered by insurance. It is the intent of the Parties, however, that to the extent there is insurance coverage available to cover the legal or contractually assumed liability of QF, any payments due as a result of such liability will be made first from the proceeds of such policies.

SECTION 19 FORCE MAJEURE

19.1 Definition of Force Majeure Event. For the purposes of this Agreement, a “Force Majeure Event” as to a Party means any occurrence, nonoccurrence or set of circumstances that prevents a Party, in whole or in part, from performing any of its obligations or satisfying any conditions under this Agreement and that is beyond the reasonable control of such Party (including such Party’s contractors) and is not caused by such Party’s (including such Party’s contractors) negligence, lack of due diligence or failure to follow Prudent Industry Practices, or by such Party’s breach of this Agreement. The term Force Majeure Event shall not include: (i) the inability to meet a Legal Requirement or the change in a Legal Requirement; (ii) a site specific strike, walkout, lockout or other labor dispute at the Facility; (iii) equipment failure or equipment damage, unless, in the case of the Facility only, such equipment failure or damage results directly from an event that would otherwise constitute a Force Majeure Event hereunder; (iv) changes in market conditions that affect the cost or availability of equipment, materials, supplies or services, including the Facility’s fuel supply; (v) failure of a Party’s contractors, suppliers or vendors, unless such failure is caused by an event that would otherwise constitute a Force Majeure Event hereunder, if directly experienced by the Party; (vi) ambient temperature and humidity at the Site that is different than Reference Conditions; or (vii) any event, including a change in any Legal Requirement or accounting standard, that requires Georgia Power to consolidate QF or any of its Affiliates or permitted assigns as a VIE in Georgia Power’s financial statements.

19.2 No Breach or Liability. If a Force Majeure Event occurs, subject to compliance with Section 19.4 and Section 19.5, 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 in respect of such obligations to the extent that, and for so long as, failure to perform is due to a Force Majeure Event. However, the suspension of performance due to a Force Majeure Event shall be of no greater scope and of no longer duration than is required by

such Force Majeure Event. Notwithstanding anything herein to the contrary, no Force Majeure Event shall extend this Agreement beyond its stated Term.

19.2.1 If a Force Majeure Event directly and substantially impacts a critical-path item on the Milestone Schedule and as a result prevents QF from achieving Commercial Operation by the RCOD, then the RCOD shall be extended by the number of Days of the delay caused by such impact to the critical-path item on the Milestone Schedule, provided that, as a condition to any such extension of the RCOD, QF shall comply with Section 19.4 and Section 19.5, including QF undertaking all commercially reasonable efforts to avoid, overcome or otherwise mitigate such delay by revising, rearranging, expediting and accelerating the Milestone Schedule.

19.3 Adjustments to Monthly Capacity Payment. If QF suffers a Force Majeure Event that reduces the generating capability of the Facility below the Committed Capacity, the Monthly Capacity Payment for each affected Month shall be reduced pro rata to the extent of the actual reduction of the generating capability of the Facility below the Committed Capacity at any time during such Month. QF shall promptly notify Georgia Power of the amount of such reduction in the generating capability of the Facility below the Committed Capacity, which shall be determined based on the maximum capability that the Facility can reasonably be expected to operate. For the avoidance of doubt, if the Facility is rendered completely inoperative for an entire Month as a result of a Force Majeure Event, Georgia Power shall not owe a Monthly Capacity Payment for such Month (i.e., the Monthly Capacity Payment for such Month shall be reduced to zero).

19.4 Notice of Force Majeure Event. Following the occurrence of a Force Majeure Event, and as a condition to relief under Section 19.2, the affected Party shall give the other Party notice thereof, followed by written notice if the first notice is not written, as promptly as possible after such Party becomes aware of such Force Majeure Event, describing the particulars of such Force Majeure Event, including an estimate of the anticipated duration and effect of the Force Majeure Event (if reasonably estimable) upon the performance of its obligations or satisfaction of any conditions under this Agreement (including, if QF is the affected Party, QF shall provide Georgia Power with information reasonably required to determine the amount of the reduction of the generating capability of the Facility), and discussing any actions being taken to avoid or minimize the effect of the Force Majeure Event. The

affected Party shall have a continuing obligation to deliver to the other Party regular updated reports (including, if QF is the affected Party, promptly updating Georgia Power on any changes in the generating capability of the Facility) and any additional documentation and analysis supporting its claim regarding a Force Majeure Event. The burden of proof as to whether a Force Majeure Event has occurred and as to the impact of a Force Majeure Event shall be upon the affected Party.

19.5 Mitigation. The affected Party shall comply with the following requirements as a condition to the affected Party's right to relief under Section 19.2 due to a Force Majeure Event: (i) the affected Party shall continue to perform its obligations hereunder to the extent not affected by such Force Majeure Event; (ii) the affected Party shall remedy its inability to perform as soon as reasonably practicable; provided, however, that this Section 19.5 shall not require the settlement of any non-site specific strike, walkout, lockout or other general labor dispute on terms which, in the sole judgment of the affected Party, are contrary to its interest; (iii) when the affected Party is able to resume performance of its obligations under this Agreement, the affected Party shall promptly provide written notice to the other Party, promptly resume such performance, and provide the other Party with a written certification from an independent, registered engineer reasonably acceptable to such other Party that the Force Majeure Event has been cured.

19.6 Extended Force Majeure Events.

19.6.1 If the affected Party has reason to believe that a suspension of performance due to a Force Majeure Event will continue for a period of six (6) Months or longer following the initial suspension of performance resulting from the Force Majeure Event (an "Extended Force Majeure Event"), the affected Party shall notify the other Party promptly and shall submit a "Force Majeure Remedy Plan" to the other Party within thirty (30) Days thereafter. In addition, if the other Party has reason to believe that a Force Majeure Event will be an Extended Force Majeure Event, the other Party may request that the affected Party submit a "Force Majeure Remedy Plan," which the affected Party shall submit to the requesting Party within thirty (30) Days of the request. A Force Majeure Remedy Plan shall set forth a plan and schedule for remedial measures (including necessary repairs, improvements, and changes to operations, as applicable) to cure the effects of

the Force Majeure Event so as to enable the affected Party to resume full performance of the suspended obligations under this Agreement as soon as reasonably practicable.

19.6.2 While a Force Majeure Remedy Plan is in effect, the affected Party shall provide Monthly status reports to the other Party regarding the implementation of the Force Majeure Remedy Plan, any other measures to remedy the Force Majeure Event, any changes to the Force Majeure Remedy Plan, and the expected remaining duration of the suspended performance and shall provide any additional relevant information as may be reasonably requested by the other Party. The affected Party shall modify the Force Majeure Remedy Plan if and as needed to achieve the objective of resuming full performance of the suspended obligations under this Agreement as soon as reasonably practicable

19.6.3 The Party not prevented from performing its obligations due to a Force Majeure Event may at any time terminate this Agreement effective upon ten (10) Days prior written notice to the affected Party if: (i) the affected Party fails to provide a Force Majeure Remedy Plan as required by this Section 19.6; or (ii) the affected Party fails to carry out the Force Majeure Remedy Plan in a method reasonably designed to achieve the objective of resuming full performance of the suspended obligations under this Agreement as soon as reasonably practicable; or (iii) the affected Party remains unable to perform its suspended obligations under this Agreement twelve (12) Months following the initial suspension of performance resulting from the Force Majeure Event. For the purposes of subsection (iii) of this Section 19.6.3, the twelve (12) Month period need not be continuous if each period of suspension of performance comprising the twelve (12) Month period is the result of a common cause such that, if the cause had been cured following the first suspension of performance, the additional suspensions of performance would not have occurred.

19.6.4 Upon any termination of this Agreement as provided in Section 19.6.3, the Parties shall have no further liability or obligation to each other except for any obligation arising prior to the date of such termination.

SECTION 20 PERFORMANCE SECURITY

20.1 Eligible Collateral.

20.1.1 By no later than ninety (90) Days after the Execution Date, QF shall deliver Eligible Collateral to Georgia Power in an amount not less than thirty-four dollars per kilowatt (\$34/kW)² (the “QF Performance Security”). The QF Performance Security shall be maintained throughout the Term, although the amount of the QF Performance Security shall be adjusted at certain prescribed times in accordance with the following Table 20.1 and shall be adjusted annually pursuant to Section 20.2. In the event QF fails to deliver such QF Performance Security to Georgia Power by no later than ninety (90) Days after the Execution Date, QF shall pay Georgia Power liquidated damages equal to thirty-four dollars per kW (\$34/kW) and following payment, this Agreement shall terminate and neither Party shall have any further liability to the other Party pursuant to this Agreement.

TABLE 20.1

| Applicable Dates | Eligible Collateral (\$/kW)² for 10 Annual Periods PPA Term | Eligible Collateral (\$/kW)² for 15 Annual Periods PPA Term | Eligible Collateral (\$/kW)² for 30 Annual Periods PPA Term |
|---|---|---|---|
| From 90 Days after the Execution Date through the earlier to occur of the RCOD and Commencement of Service Date | 34 | 34 | 34 |
| From the earlier to occur of the RCOD and the Commencement of Service Date through the Term of the Agreement | Annual Period 1-4: 85 | Annual Period 1-5: 92 | Annual Period 1-5: 92 |
| | | | Annual Period 6-10: 144 |
| | Annual Period 5-7: 107 | Annual Period 6-10: 144 | Annual Period 11-15: 144 |
| | | | Annual Period 16-20: 126 |
| | Annual Period 8-10: 64 | Annual Period 11-15: 84 | Annual Period 21-25: 114 |
| | | | Annual Period 26-30: 56 |

² All amounts shown herein as \$/kW shall be calculated based on the Contract Capacity of the Facility.

20.1.2 If any portion of the Eligible Collateral that Georgia Power is then holding is in the form of a QF Guaranty and a Material Adverse Change occurs in respect of QF Guarantor, then within three (3) Business Days, QF shall deliver to Georgia Power replacement Eligible Collateral to replace such QF Guaranty, which replacement Eligible Collateral shall be in a form other than a QF Guaranty.

20.2 Annual Adjustment of QF Performance Security. The QF Performance Security is expressed in 2020 dollars. However, beginning on January 1, 2021 and continuing every January 1 of each year during the Term, the values shown in Table 20.1 will be adjusted based on the change in GDPIPD between the base year 2020 (using the 4th quarter 2019 GDPIPD and the 4th quarter 2020 GDPIPD to adjust between 2020 and 2021) and each year during the Term, and such escalation shall be capped at a compound escalation rate of 4.75% per year.

20.3 Replacement Collateral, Substitute Collateral, Release of Collateral.

20.3.1 Replacement Collateral. To the extent that any replacement of QF Performance Security is required to maintain compliance with Section 20.1, QF shall deliver same to Georgia Power no later than ninety (90) Days prior to the earlier to occur of (a) the date when an increase or decrease in Eligible Collateral is required pursuant to Table 20.1, and (b) the date when the existing Eligible Collateral will expire; provided that the increase or decrease, as the case may be, in Eligible Collateral shall not become effective until the applicable date specified in Table 20.1 has arrived. In the event of a failure to comply with the preceding sentence, Georgia Power shall be entitled, without limitation to its other remedies under this Agreement or at law, to (i) draw the full amount on the existing Eligible Collateral prior to the expiration date thereof and (ii) take such further action to protect its interests pursuant to this Agreement. Upon receipt of any replacement Eligible Collateral, and provided that QF remains in compliance with this Section 20, Georgia Power shall not draw upon the existing Eligible Collateral, for which such replacement is being made, solely because such existing Eligible Collateral is about to expire.

20.3.2 Release of Collateral; Substituted Collateral. Upon replacement of the QF Performance Security pursuant to Section 20.3.1, Georgia Power shall promptly release back to QF the Eligible Collateral that is being replaced. The choice of any Eligible Collateral provided by

QF may be selected from time to time by QF, and upon receipt and acceptance of substitute Eligible Collateral, Georgia Power shall promptly release such Eligible Collateral for which substitution is being made in an amount equal to that which is being substituted. Following any expiration or termination of this Agreement, the Parties shall mutually agree to a final settlement of all obligations under this Agreement, which such period shall not exceed six (6) Months from such termination date, and after such settlement, any remaining Eligible Collateral posted by QF that has not been drawn upon by Georgia Power pursuant to its rights under this Agreement shall be returned to QF. Any dispute between the Parties regarding such final settlement shall be resolved according to the applicable procedures set forth in Section 21, and any remaining Eligible Collateral posted by QF shall not be returned to QF until the resolution of such dispute.

20.4 Draws, Replenishment. In addition to the draws permitted by Section 20.3.1, Georgia Power may draw upon the Eligible Collateral provided by QF to recover any damages to which Georgia Power is entitled under this Agreement (including damages following the occurrence of an Event of Default by QF) or any other unpaid amounts owed by QF under this Agreement, including to recover delay liquidated damages, damages arising from an Event of Default by QF, and termination damages arising from termination of this Agreement by Georgia Power for an Event of Default by QF. In the event of such a draw on the Eligible Collateral, then, except in the circumstance when Georgia Power establishes an Early Termination Date pursuant to Section 14.3 or this Agreement otherwise terminates, QF shall within three (3) Business Days replenish the Eligible Collateral to the full amount required by Section 20.1.

20.5 Reporting. QF shall promptly notify Georgia Power of any circumstance that results in QF's failure to be in compliance with the QF Performance Security requirements of this Section 20. From time to time, at Georgia Power's written request, QF shall provide Georgia Power with such evidence as Georgia Power may reasonably request to demonstrate that QF and any QF Guarantor, QF Guaranty, or Letter of Credit is in full compliance with this Agreement.

20.6 Front Load Performance Security.

20.6.1 If QF elects to receive levelized capacity payments pursuant to Section 7.5, QF's obligation to pay the Account Balance to Georgia Power shall be secured by Front Load

Performance Security in an amount equal to the Account Balance from time to time, as set forth in Appendix E. QF shall deliver such Front Load Performance Security to Georgia Power no later than ninety (90) Days prior to the RCOD, in an amount equal to the Account Balance for the first Annual Period as set forth in Appendix E. The Front Load Performance Security shall be maintained throughout the Term in the amounts set forth in Appendix E for the corresponding Annual Periods and shall remain in full force and effect until all amounts owed to Georgia Power by QF under Section 7.5 are paid in full. Not less than ninety (90) Days prior to a change in the applicable Capital Account Balance set forth in Appendix E for an Annual Period, QF must deliver such replacement Front Load Performance Security to Georgia Power; provided, however, that the adjustment in the Front Load Performance Security amount will not become effective until the applicable Annual Period. In the event of a failure by QF to comply with the preceding sentences, Georgia Power will be entitled to draw the full applicable Capital Account Balance amount on the existing Front Load Performance Security prior to the expiration date thereof. If Georgia Power terminates this Agreement pursuant to Section 14.3 or Section 19.6.3, Georgia Power shall be entitled, without limitation to its other remedies under this Agreement or at law, to draw the full applicable Capital Account Balance amount on the Front Load Performance Security.

20.6.2 In the event QF fails to deliver such Front Load Performance Security to Georgia Power at least ninety (90) Days prior to the RCOD, QF shall be deemed to have forfeited its right to receive levelized payments.

20.6.3 Georgia Power shall be entitled, without limitation to its other remedies under this Agreement or at law, to draw upon the Front Load Performance Security for amounts owed to Georgia Power pursuant to Section 7.5 but not paid in full to Georgia Power by QF within five (5) Days of the termination of this Agreement.

20.6.4 Section 20.6 will survive the termination of this Agreement to the full extent necessary for its enforcement and the protection of Georgia Power.

20.7 Delivery of Eligible Collateral for Performance Security. QF must provide to Georgia Power Eligible Collateral to meet any of the Performance Security requirements and Front Load

Performance Security requirements under this Agreement by delivering, as applicable, cash wired to an account to be designated by Georgia Power, or Letter of Credit, or QF Guaranty to the following address:

Assistant Treasurer
Georgia Power Company
c/o Southern Company Services
BIN SC1407
30 Ivan Allen Jr. Blvd.
Atlanta, Georgia 30308

SECTION 21 DISPUTE RESOLUTION

21.1 Notice of Dispute; Dispute Resolution Process. Either Party (“Disputing Party”) has the right to give notice to the other Party (“Responding Party”) that the Responding Party is not performing in accordance with the terms and conditions of this Agreement. Such notice (the “Notice of Dispute”) will describe with specificity the basis for the Disputing Party’s belief and may propose a resolution of such dispute. Within fifteen (15) Business Days after receiving the Notice of Dispute, the Responding Party will provide the Disputing Party with a written response to the Notice of Dispute, which will describe with specificity the basis for the Responding Party’s position and which may include additional issues (if any) with respect to the dispute raised by the Notice of Dispute and may propose a resolution of such dispute (the “Dispute Response”). Within five (5) Business Days after the submission of the Dispute Response, the dispute will be submitted to a designated senior Representative of QF and a designated senior Representative of Georgia Power for resolution. If the designated senior Representatives are unable to resolve the dispute to the mutual satisfaction of the Parties within twenty (20) Business Days from the submission to such designated senior Representatives, or such other period as the Parties may agree upon, then (a) in the case of disputes described in Section 21.2, either Party may provide written notice to the other Party declaring an impasse (the “Impasse Notice”) and thereafter the Parties agree to arbitrate such disputes pursuant to Section 21.2, (b) in the case of disputes described in Section 21.3, either Party may provide an Impasse Notice and thereafter the Parties agree to arbitrate such disputes pursuant to Section 21.3, and (c) in the case of any dispute that is not described in Section 21.2 or Section 21.3, either Party may pursue such rights and remedies as may be available under applicable law or in equity subject to the terms and conditions of this Agreement.

21.2 Expert Arbitration. Upon the submission of an Impasse Notice, a dispute with respect to (a) the results of a Performance Test (under any provision of this Agreement) or a Committed Capacity shortfall, or (b) a QF Event of Default under Sections 14.1.2 (Committed Capacity) or 14.1.9 (Availability Percentage), or (c) the development of Maintenance Schedules shall be resolved by arbitration as set forth in this Section 21.2.

21.2.1 Selection of Expert. The Parties shall attempt to agree upon the selection of an independent third party expert to make a determination concerning such dispute. If the Parties are unable to mutually agree on the selection of an expert within fifteen (15) Days following the submission of the Impasse Notice, the Disputing Party shall provide a list of five (5) qualified experts to the Responding Party and the Responding Party shall select one expert from such list. As a condition to appointment as a qualified expert, the expert must satisfy the following criteria: (i) be competent and experienced in matters involving the electric energy business in the United States, with at least ten (10) years of experience in the electric industry; (ii) have no interest, financial or otherwise, in either Party or this Agreement beyond payment of the fees and expenses for serving as the expert hereunder; and (iii) have not performed, or been employed by a firm that has provided, services for either Party, and otherwise have not been previously or currently employed or engaged in any capacity by, and not have a personal or professional relationship with, either Party other than as the expert hereunder, unless such employment, engagement or relationship has been disclosed in writing to the Parties prior to the appointment as an expert hereunder. The expert must not advise or otherwise communicate ex parte in any way with either Party following appointment as an expert hereunder and must treat the details of this Agreement and all expert activity hereunder as private and confidential, and not publish or disclose any information related to the arbitration without the prior written consent of both Parties.

21.2.2 Expert Decision. Within fifteen (15) Days after the selection of the expert, the Parties shall file with the expert written positions (with supporting documentation) concerning the dispute. The expert may request additional filings and shall render a decision within fifteen (15) Days of receipt of all filings. In the case of any dispute resolved under this Section 21.2, the decision rendered by the independent expert shall be final and binding upon QF and Georgia

Power. Following the resolution of a dispute hereunder involving the Committed Capacity, Monthly Capacity Payment billing shall (if necessary and as soon as practicable) be adjusted retroactively (with interest at the Interest Rate) to reflect the Committed Capacity equal to such expert's determination.

21.2.3 Costs. In the event the independent expert adopts the position of one of the Parties, then the other Party shall pay the fees and expenses of such expert. Otherwise, such fees and expenses will be shared equally by the Parties.

21.3 JAMS Arbitration. Upon the submission of an Impasse Notice, (a) a dispute with respect to the calculation of a Termination Payment pursuant to Section 14.3.2, or (b) a billing dispute under Section 12.2.2, including a dispute concerning the calculation of (i) a Monthly Capacity Payment pursuant to Appendix A, or (ii) a Monthly Energy Payment pursuant to Appendix B, shall be resolved by arbitration as set forth in this Section 21.3.

21.3.1 JAMS. Such billing dispute (the "Claim") will be resolved under the Federal Arbitration Act by binding arbitration following the JAMS Comprehensive Arbitration Rules and Procedures (the "Rules") of Judicial Arbitration and Mediation Services ("JAMS") then in effect, including its evidentiary and procedural rules, except as modified herein. It is the Parties' intent that such arbitration, including the selection and qualification of arbitrators, will be conducted in accordance with the Rules, as amended and supplemented, except where specifically modified by this Agreement, and not by the terms of any state arbitration act or other Legal Requirement.

21.3.2 Initiation of Arbitration; Selection of Arbitrators.

21.3.2.1 Within ten (10) Business Days after delivering an Impasse Notice, the delivering Party must contact JAMS to commence arbitration and must provide written notice to the other Party in accordance with Section 22.9. Arbitration will be deemed to be commenced when JAMS issues a Commencement Letter (as defined in the Rules) in accordance with the Rules. The Party initiating arbitration will nominate one (1) arbitrator at the same time it initiates arbitration. The other Party will nominate one (1) arbitrator within ten (10) Business Days of receiving the Commencement Letter. The two Party-nominated arbitrators will be deemed neutrals and not the representative of the

appointing Party. The two (2) arbitrators (the “Party-Appointed Arbitrators”) will appoint a third arbitrator (the “Third Arbitrator”). All arbitrators will (i) be competent and experienced in matters involving the electric energy business in the United States, with at least ten (10) years of legal, engineering, or business experience in the electric industry; (ii) have no interest, financial or otherwise, in the Parties or this Agreement beyond payment of their fees and expenses for serving on the Arbitration Panel; and (iii) have not performed, or been employed by a firm that has provided, services for either Party, and otherwise have not been previously or currently employed or engaged in any capacity by, and not have a personal or professional relationship with, either Party other than as a member of the Arbitration Panel, unless such employment, engagement or relationship has been disclosed in writing to all Parties prior to the selection of the Arbitration Panel. Arbitrators must not advise or otherwise communicate ex parte in any way with either Party following appointment to the Arbitration Panel and must treat the details of this Agreement and all Arbitration Panel activity as private and confidential, and not publish or disclose any information related to the arbitration without the prior written consent of both Parties. Further, the Third Arbitrator will be independent of the Parties and the Party-Appointed Arbitrators. Each Party will pay the fees and expenses incurred by its Party-Appointed Arbitrator and the fees and expenses of the Third Arbitrator will be divided equally between the Parties.

21.3.2.2 If the Party-Appointed Arbitrators are unable to agree on the Third Arbitrator within ten (10) Business Days from initiation of arbitration, then the Third Arbitrator will be selected by JAMS with due regard given to the selection criteria in Section 21.3.2.1 and input from the Parties and the Party-Appointed Arbitrators. Parties will undertake to request JAMS to complete selection of the Third Arbitrator no later than sixty (60) Days from initiation of arbitration. Costs charged by JAMS for this service will be borne by the Parties equally. If JAMS should fail to select the Third Arbitrator within sixty (60) Days from initiation of arbitration, then either Party may petition a court of competent jurisdiction in Atlanta, Fulton County, Georgia to select the Third Arbitrator.

Due regard will be given to the selection criteria in Section 21.3.2.1 and input from the Parties and the Party-Appointed Arbitrators.

21.3.2.3 If prior to the conclusion of the arbitration any member of the Arbitration Panel becomes incapacitated or otherwise unable to serve, then a replacement arbitrator will be appointed in the manner set forth in this Section 21.3.2.

21.3.3 Discovery; Hearing. Discovery and other pre-hearing procedures will be conducted as agreed by the Parties, including at least one corporate representative deposition, or if they cannot agree, as determined by a majority of the Arbitration Panel; provided, however, all pre-hearing discovery will be completed within ninety (90) Days following selection of the Third Arbitrator. Within fifteen (15) Business Days after completion of such pre-hearing discovery, each Party will submit, either individually or jointly, by overnight delivery to the other Party and the Arbitration Panel a separate, precise statement for each issue in dispute, that Party's proposed means of resolving each issue, and the factual or legal support for such proposal (the "Proposed Resolutions"). No later than thirty (30) Business Days after all pre-hearing discovery has been completed, a hearing will be conducted at which QF and Georgia Power will each present such evidence and witnesses as it may choose. Arbitration will be conducted in accordance with the Rules, as amended and supplemented, except where specifically modified by this Agreement.

21.3.4 Confidential Proceeding. Each Party will maintain the confidentiality of the arbitration proceedings, except as reasonably necessary to effectively represent itself in the proceeding to enforce the arbitration award or determination, or as otherwise required by law. All discovery materials will remain confidential pursuant to Section 22.15.

21.3.5 Arbitration Cost. Each Party will be responsible for its own legal and arbitration expenses incurred in connection with the arbitration proceeding, including attorneys' fees, investigation or discovery (including e-discovery) costs, and expert, consultant or arbitrator fees and expenses.

21.3.6 Arbitrator Decisions.

21.3.6.1 The Arbitration Panel will consider the terms and conditions of this Agreement, including all relevant evidence and testimony, and will render its decision

within thirty (30) Days following conclusion of the hearing by means of a written reasoned decision; provided, however, the Arbitration Panel is expressly and specifically limited to selecting one (1) of the Proposed Resolutions provided by QF and Georgia Power for each issue in dispute. The Arbitration Panel will have no authority to award consequential, special, indirect, treble, exemplary, incidental, or punitive damages of any type under any circumstance, regardless of whether such damages may be available under applicable state law, federal law, the Federal Arbitration Act, or any other applicable law.

21.3.6.2 The written decision rendered by a majority of the Arbitration Panel will be provided to the Parties. Each Party will indicate its acceptance or rejection of the decision by notifying the opposing Party within ten (10) Days after issuance of the decision. If both Parties accept such decision, such decision may be filed in a court of competent jurisdiction and may be enforced by QF or Georgia Power as a final judgment in such court. If either Party rejects the written decision, the rejecting Party may pursue any avenue of appeal pursuant to the Federal Arbitration Act; provided, however, that no Party will recover consequential, special, indirect, treble, exemplary, incidental, or punitive damages.

21.4 Location of Arbitration. Any arbitration under Section 21.2 or Section 21.3 will take place in Atlanta, Fulton County, Georgia.

21.5 Mandatory Arbitration. SUBJECT TO SECTION 21.3.6.2, EACH PARTY UNDERSTANDS AND AGREES THAT WHEN ARBITRATION IS REQUIRED UNDER THIS SECTION 21, ARBITRATION IS MANDATORY AND EACH PARTY WAIVES ANY RIGHT TO SEEK JUDICIAL RELIEF OR FILE COURT PROCEEDINGS TO DETERMINE THE SPECIFIED MATTERS UNDER SECTION 21.2 OR SECTION 21.3, OTHER THAN THE RIGHT TO SEEK JUDICIAL RELIEF TO COMPEL ARBITRATION, TO CONFIRM AN ARBITRATION AWARD, OR TO SEEK INJUNCTIVE RELIEF PURSUANT TO SECTION 21.6 IN ACCORDANCE WITH THIS AGREEMENT.

21.6 Injunctive Relief. Notwithstanding any other provision of this Section 21, the Parties acknowledge that an award of damages may not afford complete relief or furnish an adequate legal

remedy as between them (such as when QF's Event of Default arises from QF's actions designed to achieve an economic gain by selling energy or capacity to a third party in violation of this Agreement). Accordingly, the Parties agree that a Party will be permitted to seek at any time, in accordance with applicable laws, procedures, and the terms of this Agreement, injunctive relief relating to the performance of this Agreement from an arbitrator, a Governmental Authority of appropriate jurisdiction, or a court of competent jurisdiction located in Atlanta, Fulton County, Georgia. The Parties expressly agree that this Section 21.6 does not present a question of substantive arbitrability and waive any right to have an arbitrator decide whether preliminary injunctive relief is available in court. In the event of entry of any interlocutory injunctive relief, the Party against whom such relief is entered waives the right to have a bond or security posted pending resolution of the dispute giving rise to the issuance of the injunction.

21.7 Continued Performance. The Parties agree to continue performing their respective obligations under this Agreement while the dispute is being resolved, unless and until such obligations are terminated or expire in accordance with the provisions of this Agreement.

SECTION 22 MISCELLANEOUS

22.1 Assignment and Assumption of Obligations.

22.1.1 QF.

22.1.1.1 QF may not assign this Agreement or any portion thereof to any Person without the prior written consent of Georgia Power. Any proposed assignee of QF shall (i) agree to assume QF's obligations hereunder, and (ii) deliver to Georgia Power such assurances regarding its creditworthiness and its ability to perform all obligations of QF hereunder, as Georgia Power may reasonably request. Any assignment of this Agreement made in compliance with the preceding sentences shall constitute an acceptance and assumption of such obligations by the assignee, a novation of the assignee in place of QF with respect to such obligations (and any related interests so transferred), and a release and discharge by Georgia Power of QF from, and an agreement by Georgia Power not to make any claim for payment, liability, or otherwise

against QF with respect to, such obligations from and after the effective date of the assignment.

22.1.1.2 Notwithstanding Section 22.1.1.1, QF may, without the consent of Georgia Power, assign this Agreement to a lender for collateral security purposes in connection with any financing or the refinancing of the Facility, and in connection therewith, Georgia Power agrees to execute a reasonable written consent to such collateral assignment in a form acceptable to Georgia Power should the financing party reasonably request such consent; provided, however, that such collateral assignment shall not place any limitation on Georgia Power's rights under this Agreement or expand the liability, risks or obligations imposed on Georgia Power under this Agreement.

22.1.2 Georgia Power. Georgia Power may not assign this Agreement or any portion thereof to any Person other than a Creditworthy Affiliate without the prior written consent of QF.

22.1.3 Other Restrictions. QF agrees that, without the prior written consent of Georgia Power, there will be no (a) assignment or transfer of any interest in the Facility, (b) Change of Control Transaction with respect to QF, or (c) delegation by QF of the operational responsibility for the Facility.

[NOTE TO DRAFT: The reimbursement amount will include the corresponding reimbursement amounts found in the current GPSC-approved pro forma PPA for the most-similar technology and term.]

22.1.4 Reimbursement for Georgia Power's Costs from Transfers or Assignments. QF agrees that, if QF assigns or transfers an interest in the Facility or the Agreement that requires Georgia Power's written consent, as such transaction is described in Section 22.1.1.1, QF shall pay Georgia Power the amount of [REDACTED] dollars (\$[REDACTED]) per occurrence for each proposed transaction. For the avoidance of doubt, if QF requests Georgia Power's consent under Section 22.1.1.1, and Georgia Power undertakes drafting of consent documents or amendments to provide such consent, and QF thereafter fails to consummate the proposed transaction, Georgia Power reserves the right, in its sole discretion, to require QF to provide reimbursement to Georgia Power pursuant to this Section 22.1.4.

22.1.5 General Requirements. Any consent required by Sections 22.1.1.1 shall not be unreasonably withheld, conditioned or delayed; provided, however, that neither Party shall be required to accept any limitation of its rights under this Agreement or expansion of the liability, risks or obligations imposed on it under this Agreement (including changes in accounting treatment). It shall be reasonable for either Party to condition its consent required by Section 22.1 on the execution of amendments to this Agreement that are reasonably determined by such Party to be necessary to preserve the value and protection afforded to such Party under this Agreement. It shall be a condition of any assignment, transfer, Change of Control Transaction or other disposition with respect to this Agreement and/or the Facility under Section 22.1.1.1 that QF Performance Security required under Section 20.1, if applicable, shall remain in place notwithstanding such disposition, or that replacement security in form, substance and amount in full compliance with this Agreement or otherwise reasonably acceptable to Georgia Power shall have been provided prior to such disposition. Any purported assignment, transfer, Change of Control Transaction or other disposition with respect to this Agreement and/or the Facility that is not in compliance with the applicable provisions of Section 22.1.1.1, as the case may be, will be null and void, and of no force and effect.

22.2 Georgia Power's Agent. Wherever this Agreement requires QF to provide information, schedules, notice or the like to, or to take direction from, Georgia Power, QF shall provide information, schedules, notice or the like to, or receive from, Georgia Power or such agent of Georgia Power as Georgia Power may direct from time to time.

22.3 No Partnership. QF and Georgia Power do not intend for this Agreement to, and this Agreement do not, create any association, joint venture, partnership, association taxable as a corporation, or other entity for the conduct of any business for profit.

22.4 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon any respective successors and assigns of QF and Georgia Power.

22.5 No Third Party Benefit. Nothing in this Agreement shall be construed to create any duty, obligation or liability of Georgia Power to any Person or entity not a party to this Agreement.

22.6 No Affiliate Liability. Notwithstanding any other provision of this Agreement, no Affiliate of QF or Georgia Power (including any Affiliate of Georgia Power acting as Georgia Power's agent where Georgia Power's agent is given certain authorities pursuant hereto) shall have any liability whatsoever for any party's performance, nonperformance or delay in performance under this Agreement.

22.7 Time of Essence; No Waiver. Time is of the essence of this Agreement. Neither Georgia Power's nor QF's failure to enforce any provision or provisions of this Agreement shall in any way be construed as a waiver of any such provision or provisions as to any future violation thereof, nor prevent it from enforcing each and every other provision of this Agreement at such time or at any time thereafter. The waiver by either Georgia Power or QF of any right or remedy shall not constitute a waiver of its right to assert said right or remedy, at any time thereafter, or any other rights or remedies available to it at the time of or any time after such waiver.

22.8 Amendments. This Agreement may be amended by and only by a written instrument duly executed by each of QF and Georgia Power, which has received any and all approvals of Governmental Authorities of competent jurisdiction necessary for the effectiveness thereof.

22.9 Notice. Unless otherwise specified, where notice is required by this Agreement, such notice shall be in writing and shall be deemed given: (i) upon receipt, when mailed by United States registered or certified mail, postage prepaid, return receipt requested; or (ii) upon the next Business Day, when sent by overnight delivery, postage prepaid using a recognized courier service. In all instances, notice to the respective Parties should be directed as follows:

If to Georgia Power:

Georgia Power Company
241 Ralph McGill Boulevard N.E.
Atlanta, Georgia 30308
Attention: [REDACTED] BIN [REDACTED]

If to QF:

Attention: [REDACTED]

or to such other addressees as may later be designated by the Parties by written notice to the other.

22.10 Press Releases. Any public statement (including any news release, internet/website/social media posting, or other publication) concerning this Agreement or the transactions described herein will be reviewed and agreed upon by the Parties before release to the public.

22.11 Liability. Neither Party will be responsible for the other Party's performance, non-performance or delay in performance under this Agreement.

22.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22.13 Cross-References. All cross-references contained in this Agreement to Sections, are to the Sections of this Agreement, unless otherwise expressly noted.

22.14 Article and Section Headings. The descriptive headings of the various Sections of this Agreement have been inserted for convenience of reference only and will in no way modify or restrict any of the terms or provisions hereof.

22.15 Entire Agreement. This Agreement (including the attached Appendices A through K, inclusive) constitutes the entire understanding between the Parties and supersedes any previous agreements between the Parties. The Parties have entered into this Agreement 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.

22.16 Interpretation. In this Agreement, unless the context otherwise requires, the singular includes the plural and any pronoun includes the corresponding masculine, feminine and neuter forms. The words "hereof," "herein," "hereto" and "hereunder" and words of similar import when used in this Agreement, unless otherwise expressly specified, refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the term "including" is used herein in connection with a listing of items included within a prior reference, such listing shall be interpreted to be illustrative only, and

shall not be interpreted as a limitation on or exclusive listing of the items included within the prior reference. Any reference in this Agreement to “Section” or “Appendix” shall be references to this Agreement unless otherwise stated, and all such Appendices shall be incorporated into this Agreement by reference. Unless specified otherwise, a reference to a given agreement or instrument, and all schedules, exhibits, appendices and attachments thereto, shall be a reference to that agreement or instrument as modified, amended, supplemented and restated, and in effect from time to time. Unless otherwise stated, any reference in this Agreement to any entity includes its permitted successors and assigns, and in the case of any Governmental Authority, any Person succeeding to its functions and capacities. As used in this Agreement, the words “shall” and “will” shall be interpreted with equal effect.

22.17 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia, without giving effect to any conflict of law rules thereof, which may direct the application of the laws of another jurisdiction. With respect to those matters that may be referred to the state or federal courts under this Agreement, the Parties agree to submit to the exclusive jurisdiction of either the Fulton County Superior Court in Atlanta, Georgia or the U.S. District Court for the Northern District of Georgia, Atlanta Division, as appropriate, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding involving such matters and each Party irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or any proceeding in such courts and irrevocably waives and agrees not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

22.18 Confidentiality.

22.18.1 The Parties acknowledge that portions of this Agreement contain Confidential Information and may require the Parties to disclose additional Confidential Information to one another. Each Party agrees that: (i) for a period of five (5) years from the date hereof for Confidential Information contained in this Agreement; and (ii) for a period of five (5) years from the date of disclosure for additional Confidential Information disclosed during the Term, it will not, without the written consent of the other Party or as otherwise provided herein, disclose to any third party (other than to Affiliates of the disclosing Party or consultants and advisors to such Affiliates and the disclosing Party who need to know such information in connection with the

performance of their duties or services for such Affiliates or the disclosing Party), such portions of this Agreement, or the terms or provisions hereof, or any additional Confidential Information disclosed pursuant to such Party's performance of this Agreement and identified as Confidential Information at the time of such disclosure, except to the extent that disclosure to a third party is required by Legal Requirements, or by a Governmental Authority having jurisdiction over the disclosing Party.

22.18.2 The Parties agree to seek confidential treatment of the Confidential Information in this Agreement from the GPSC, but acknowledge that certain terms, conditions and provisions of this Agreement may need to be disclosed in connection with Georgia Power's regulatory obligations before the GPSC. No assurance or commitment is made regarding the ability of Georgia Power to obtain the requested confidential treatment in such proceedings or otherwise. The Parties agree to seek confidential treatment of the Confidential Information in this Agreement from FERC, but acknowledge that certain Confidential Information may be made publicly available by FERC.

22.18.3 Any public statement or other announcement by a Party hereto concerning the transaction described herein shall be reviewed and agreed upon by the Parties before release, which agreement shall not be unreasonably withheld, conditioned or delayed.

22.18.4 The terms of Section 20.5 will survive the termination or expiration of this Agreement. With respect to any Confidential Information that constitutes a "trade secret" under any applicable law, the Parties' obligations under Section 20.5 will apply for the life of such trade secret.

22.19 Transfer of Information Acknowledgement. QF agrees to execute contemporaneously with the execution of this Agreement, the Transfer of Information Acknowledgement attached as Appendix K and Georgia Power agrees to the limited use and confidential treatment of such information as set forth in Appendix K.

22.20 Severability. If any term or provision of this Agreement or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Persons or circumstances other than those as to which it is

invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[Signature page follows]

IN WITNESS WHEREOF, QF and Georgia Power have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

[QUALIFYING FACILITY]

“QF”

By: _____

Title: _____

Date: _____

GEORGIA POWER COMPANY

“Georgia Power”

By: _____

Title: _____

Date: _____

APPENDIX A

ANNUAL CAPACITY PRICE; CAPACITY PAYMENT; AVAILABILITY ADJUSTMENT

The “Annual Capacity Price” for each calendar year shall be as follows:

Table A-1
Annual Capacity Price

| Calendar Year | (\$/kW-year) |
|---------------|--------------|
| | |

The Annual Capacity Price shall include all fixed costs, including fixed operation and maintenance charges.

A. Monthly Capacity Payment.

Subject to Section 19.3 and subject to any Seasonal Availability Adjustment and Monthly Availability Adjustment under Section B and Section C, respectively, the capacity payment for each Month of each Annual Period (the “Monthly Capacity Payment”) shall be calculated as the product of the Committed Capacity multiplied by the Annual Capacity Price (from Table A-1), which shall then be multiplied by the Monthly Value Factor (from Table A-2), as follows:

$$\text{Monthly Capacity Payment} = \text{Committed Capacity} * \text{Annual Capacity Price} * \text{Monthly Value Factor}$$

If the Commencement of Service Date occurs on a Day other than the first Day of a Month, or if the last Day of the Term occurs on a Day other than the last Day of a Month, the calculation of the Monthly Capacity Payment, Monthly Availability Adjustment and Seasonal Availability Adjustment, as appropriate, will be determined on a pro rata basis.

Table A-2

Monthly Value Factor (“MVF”)

| Month | Monthly Value Factor |
|----------|----------------------|
| January | 0.20 |
| February | 0.16 |
| March | 0.02 |
| April | 0.02 |
| May | 0.02 |

| | |
|-----------|------|
| June | 0.07 |
| July | 0.16 |
| August | 0.16 |
| September | 0.06 |
| October | 0.02 |
| November | 0.02 |
| December | 0.09 |

Notwithstanding the foregoing Monthly Value Factors in Table A-2, for any given Annual Period, Georgia Power shall be entitled, in its sole and absolute discretion, to modify the Monthly Value Factors for any or all Months by providing notice to QF, provided that: (i) Georgia Power provides QF such notice at least 180 Days prior to the commencement of such Annual Period; (ii) each Monthly Value Factor must be at least equal to 0.02; and (iii) the sum of all Monthly Value Factors for each Annual Period must equal 1.0.

B. Seasonal Availability Percentage; Seasonal Availability Adjustment.

QF guarantees a minimum “Seasonal Availability Percentage” or “SAP” of ninety-six percent (96%) determined separately for each Seasonal Performance Period. The Seasonal Availability Percentage will be calculated as set forth in this Section B of Appendix A:

- (a) SAP for a Facility that is Dispatchable will be calculated as follows:

The following SAP formula is applicable when the Facility is scheduled greater than fifty (50) hours during a Season.

$$SAP = \frac{MWh\ Delivered}{MWh\ Scheduled}$$

The following formula is applicable when the Facility is scheduled less than or equal to fifty (50) hours during a Season:

$$SAP = \frac{((50\ \text{hours} * \text{Committed Capacity}) - MWh\ Scheduled) + MWh\ Delivered}{(50\ \text{hours} * \text{Committed Capacity})}$$

“MWh Scheduled” shall mean the number of megawatt-hours the Facility is called upon by Georgia Power to generate electric energy. Solely for purposes of computing SAP, MWh Scheduled in any hour may not exceed the Committed Capacity.

“MWh Delivered” shall mean all electric energy delivered to Georgia Power at the Point of Delivery from the Facility in accordance with this Agreement. Solely for purposes of computing SAP, MWh Delivered in any hour may not exceed the Committed Capacity.

The calculation of the SAP shall not include any hours during any period of: (i) Scheduled Outages; (ii) Maintenance Outages; (iii) Force Majeure Events declared by QF in accordance with Section 19; and (iv) unavailability to the extent they are directly caused by the acts or omissions of Georgia Power.

- (b) SAP for a Facility that is not Dispatchable will be calculated as follows:

$$SAP = \frac{MWh\ Delivered}{(\text{Committed Capacity} * \text{Hours Available})}$$

“Hours Available” shall mean hours in the Season less hours during any period of: (i) Scheduled Outages; (ii) Maintenance Outages; (iii) Force Majeure Events declared by QF in accordance with Section 19; and (iv) unavailability to the extent they are directly caused by the acts or omissions of Georgia Power.

“MWh Delivered” shall mean all electric energy delivered to Georgia Power at the Point of Delivery from the Facility in accordance with this Agreement. Solely for purposes of computing SAP, MWh Delivered in any hour may not exceed the Committed Capacity.

Within ten (10) Days after the conclusion of each Seasonal Performance Period, Georgia Power shall calculate the SAP and shall determine any adjustment to the capacity payments for Committed Capacity for such Seasonal Performance Period based on the SAP (the “Seasonal Availability Adjustment”), taking into account and truing up any Monthly Availability Adjustment (pursuant to Section C of this Appendix A) with respect to the Months of such Season.

For each Seasonal Performance Period, the Seasonal Availability Adjustment to the capacity payments for the Seasonal Performance Period shall be determined as follows:

For a SAP of at least sixty percent (60%) but less than ninety-six percent (96%), the capacity payment for the Season shall be reduced by a factor of one and one-half percent (1.5%) for each one percent (1%) of SAP shortfall below ninety-six percent (96%). If the SAP is less than sixty percent (60%) for a Season, the capacity payment for the Season will be reduced to zero dollars (\$0.00). For the avoidance of doubt, Georgia Power will not owe a capacity payment for any Season with a SAP that is less than sixty percent (60%). There will be no reduction in capacity payments for a Season with a SAP equal to or greater than ninety-six percent (96%). For the avoidance of doubt, there will be no increase in the capacity payments for a Season with a SAP that is greater than ninety-six percent (96%). If the Seasonal Availability Adjustment results in a credit owed by QF to Georgia Power for such Season, such credit will be applied as an offset to the Monthly Capacity Payment for the first Month of the immediately following Season (and carried forward to successive Months if and as needed to fully utilize the credit), or in the case of the final Season of the Term, will be paid by QF to Georgia Power.

C. Monthly Availability Percentage; Monthly Availability Adjustment.

(a) First Month of a Season.

Within ten (10) Days after the Month of the Commencement of Service Date, and within ten (10) Days after the first Month of each subsequent Season during the Term, Georgia Power shall calculate an availability percentage for such Month (“Monthly Availability Percentage” or “MAP”), determined in the same manner as the SAP and utilizing the applicable SAP formula for the Season in which such Month occurs.

The Monthly Capacity Payment shall be adjusted (“Monthly Availability Adjustment”) based on the MAP as follows:

For a MAP of at least sixty percent (60%) but less than ninety-six percent (96%), the Monthly Capacity Payment for the Month shall be reduced as follows: (a) for any Month in a Summer Season by a factor of fifty percent (50%) of one and one-half percent (1.5%) for each one percent (1%) of MAP shortfall below ninety-six percent (96%); and (b) for any Month in a Spring Season, Fall Season, or Winter Season by one and one-half percent (1.5%) for each one percent (1%) of MAP shortfall below ninety-six percent (96%). If the MAP is less than sixty percent (60%) for a Month in a Summer Season, the Monthly Capacity Payment for that Month shall be reduced by seventy-five percent (75%). If the MAP is less than sixty percent (60%) for a Month in a Winter Season, the Monthly Capacity Payment for that Month will be reduced to zero dollars (\$0.00).

(b) Second and Remaining Months of a Season.

A MAP shall be calculated for the second and each of the remaining Months of a Season, other than the last Month. Following each such Month of a Season, an average MAP for the elapsed Months of the Season shall be calculated utilizing the applicable SAP formula for the Season in which such Months occur in order to determine the Monthly Availability Adjustment for the cumulative elapsed Months of such

Season. The Monthly Availability Adjustments previously made in respect of such Season shall be trued up based on such average MAP for the elapsed Months of such Season. After the last Month of each Season, the Monthly Capacity Payments made in respect of such Season shall be trued up as part of the SAP calculation and resulting Seasonal Availability Adjustment under Section B of this Appendix A.

APPENDIX B

MONTHLY ENERGY PAYMENT CALCULATION

The Monthly Energy Payment (“MEP”) shall be calculated as follows:

$$\text{MEP} = [(\text{MDE} - \text{Monthly Excess Energy}) * \text{Energy Price}] + \sum [(\text{EE} * \text{Excess Energy Price})_{\text{Hour}_1} \dots (\text{EE} * \text{Excess Energy Price})_{\text{Hour}_N}]$$

Where:

“MWh Delivered” shall mean all electric energy delivered to Georgia Power at the Point of Delivery from the Facility in accordance with this Agreement in MWh.

$$\text{Monthly Delivered Energy (MDE)} = \sum (\text{MWh Delivered}_{\text{Hour}_1} \dots \text{MWh Delivered}_{\text{Hour}_N})$$

Excess Energy (EE) = the amount of MWh Delivered each hour in excess of (102.5% x the Committed Capacity).

$$\text{Monthly Excess Energy} = \sum (\text{EE}_{\text{Hour}_1} \dots \text{EE}_{\text{Hour}_N})$$

Energy Price = \$ []/MWh in the first calendar year, escalating at []% on January 1 of each calendar year thereafter, as set forth in the table below.

[Insert Table for Energy Price]

Excess Energy Price = AIER.

Example:

If the Committed Capacity is 25 MW and the Facility is delivering 28 MW in a given hour, 25.625 MW (25 x 1.025) will be paid for at the Energy Price, and 2.375 MW (28-25.625) will be paid for at the Excess Energy Price. If the Facility is delivering 27 MW in a given hour, 25.625 MW will be paid for at the Energy Price, and 1.375 MW (27-25.625) will be paid for at the Excess Energy Price. If the Facility is delivering 25.625 MW in a given hour, the entire 25.625 MW will be paid for at the Energy Price. If the Facility is delivering 25 MW in a given hour, the entire 25 MW will be paid for at the Energy Price.

APPENDIX C

FORM OF GUARANTY

THIS GUARANTY AGREEMENT (the "Guaranty"), dated and effective as of _____, 20____, is made and entered into by _____ (the "Guarantor") in favor of the _____ (the "Beneficiary").

WHEREAS Beneficiary and _____ (the "Company"), [a subsidiary of the Guarantor], have entered into that certain [Insert Name of Agreement] dated as of _____, 20____ (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement");

WHEREAS, the Beneficiary has required, as an inducement to its entry into the Agreement, that Guarantor deliver to the Beneficiary this Guaranty or other Eligible Collateral as and when required under the Agreement;

WHEREAS, the Guarantor qualifies as a QF Guarantor under the Agreement and this Guaranty qualifies as Eligible Collateral under the Agreement; and

WHEREAS, the Guarantor will derive substantial direct and indirect benefit from the transactions contemplated by the Agreement.

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

ARTICLE 1 - DEFINITIONS

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

ARTICLE 2 - GUARANTY

2.1 Guaranty. Guarantor hereby unconditionally and irrevocably guarantees to the Beneficiary and its successors and assigns, the prompt and full payment of any and all obligations of the Company to the Beneficiary when due, whether by acceleration or otherwise, with such interest as may accrue thereon, under the Agreement or under any other documents or instruments now or hereafter evidencing, securing or otherwise relating to the Agreement (the "Guaranteed Obligations"); provided, however, that Guarantor's liability under this Guaranty will in no event exceed the aggregate amount of Eligible Collateral required to be provided by QF from time to time pursuant to Article 20 of the Agreement (plus costs of enforcement of this Guaranty as provided in Section 4.4 below), as the case may be. Guarantor will immediately pay any obligation of Company upon demand by the Beneficiary.

2.2 Guaranty Absolute. (a) The Guarantor absolutely guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Agreement, regardless of any law or regulation now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Beneficiary with respect thereto. This Guaranty constitutes a guarantee of payment and not of collection. The obligations of the Guarantor hereunder are several from the Company or any other person, and are primary obligations concerning which the Guarantor is the principal obligor. The liability of Guarantor under this Guaranty will be direct and immediate and not conditional or contingent upon the pursuit of any remedies against the Company or any other person, nor against securities or liens available to the Beneficiary, its successors or assigns. The liability of the Guarantor under this Guaranty will be irrevocable, absolute and unconditional irrespective of, and the Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to, any or all of:

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

(ii) any change, restructuring or termination of the corporate structure or existence of the Company or any of its subsidiaries, including, without limitation, any disposal by the Guarantor of all or any part of its interest in the Company, or otherwise alter its investment in the Company in any manner;

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

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

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

(vi) any failure of the Beneficiary to commence an action against Company, including without limitation as contemplated by the provisions of O.C.G.A. Section 10-7-24, as amended;

(vii) any lack of due diligence by the Beneficiary in the collection or protection of or realization upon any collateral securing the Guaranteed Obligations;

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

(ix) the addition, substitution or partial or entire release of any guarantor, maker or other party (including the Company) primarily or secondarily liable or responsible for the payment and observance of

the Guaranteed Obligations or by any extension, waiver, amendment or thing that may release or discharge (in whole or in part) a guarantor, maker or third party (other than as a result of the indefeasible payment of the Guaranteed Obligations in full);

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

(xi) except as provided in Section 2.3(c), any other circumstance whatsoever (including, without limitation, any statute of limitations) or any act of the Beneficiary or any existence of or reliance on any representation by the Beneficiary that might otherwise constitute a legal or equitable defense available to, or a discharge of, the Guarantor.

This Guaranty will continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations should for any reason subsequently be asserted, or declared, to be void or voidable or is unwound in any way under any state or federal law, including without limitation any provision of the Bankruptcy Code related to fraudulent conveyance or preference (each a "Voidable Transfer"), and Beneficiary or any other person is not required to repay or restore, in whole or in part, any such Voidable Transfer, or Beneficiary or any other person elects to do so, all as though such payment had not been made.

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

(c) In the case of an Event of Default under the Agreement or with regard to any of the Guaranteed Obligations, Guarantor hereby consents and agrees that the Beneficiary will have the right to enforce its rights, powers, and remedies thereunder or hereunder or under any other instrument now or hereafter evidencing, securing, or otherwise relating to the Guaranteed Obligations, and apply any payments or credits received by the Company or Guarantor or realized from any security, in any manner and in any order as the Beneficiary, in its sole discretion, sees fit, and all rights, powers, and remedies available to the Beneficiary in such event will be nonexclusive and cumulative of all other rights, powers, and remedies provided thereunder or hereunder or by law or in equity. If the Guaranteed Obligations are partially paid by reason of the election of the Beneficiary, its successors or assigns, to pursue any of the remedies available to the Beneficiary, or if such indebtedness is otherwise partially paid, this Guaranty will nevertheless remain in full force and effect, and Guarantor will remain liable for the entire balance of the Guaranteed Obligations even though any rights that Guarantor may have against the Company may be destroyed or diminished by the exercise of any such remedy.

2.3 Waivers and Acknowledgments.

(a) Guarantor hereby waives promptness, diligence, presentment, demand of payment, acceptance, notice of acceptance, protest, notice of dishonor and any other notices with respect to any of the Guaranteed Obligations and this Guaranty.

(b) The Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future. The provisions of this Guaranty will extend and be applicable to all renewals, amendments, extensions, consolidations, and modifications of the Agreement.

(c) The Guarantor hereby waives and relinquishes all rights and remedies accorded by application of law to sureties or guarantors and agrees not to assert or take advantage of any such rights or remedies, including without limitation:

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

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

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

(d) The Guarantor hereby unconditionally and irrevocably waives any defense based on any right of set-off or counterclaim against or in respect of the obligations of the Guarantor hereunder.

(e) The Guarantor waives any and all defenses, claims and discharges of Company, or any other obligor pertaining to the Guaranteed Obligations. Without limiting the generality of the foregoing, the Guarantor will not assert, plead or enforce against the Beneficiary or any other person any defense of waiver, release, statute of limitations, res judicata, statute of frauds, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to the Company or any other person liable in respect of any indebtedness, or any setoff available against the Beneficiary to the Company or any such other person, whether or not on account of a related transaction. The Guarantor expressly agrees to waive reliance on any anti-deficiency statute(s). If a foreclosure proceeding is commenced, the Guarantor expressly agrees that he will be and remain unconditionally liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing indebtedness, whether or not the liability of the Company or any other person for such deficiency is discharged pursuant to statute or judicial decision.

2.4 Subrogation. Notwithstanding any payment or payments made by the Guarantor hereunder, the Guarantor hereby irrevocably waives any and all rights of subrogation to the rights of the Beneficiary against the Company and any and all rights of reimbursement, assignment, indemnification or implied contract or any similar rights (including without limitation any statutory rights of subrogation under Section 509 of the Bankruptcy Code, 11 U.S.C. § 509) against the Company or against any other guarantor of all or any part of the Guaranteed Obligations until such time as the Guaranteed Obligations have been indefeasibly paid or performed in full. If, notwithstanding the foregoing, any amount will be paid to the Guarantor on account of such subrogation or similar rights at any time when all of the Guaranteed Obligations will not have been indefeasibly paid in full, such amount will be held by the Guarantor in trust for the Beneficiary and will be turned over to the Beneficiary in the exact form received by the Guarantor,

to be applied against the Guaranteed Obligations in such order as the Beneficiary may determine in its sole discretion.

2.5 Contribution, Indemnification, Reimbursement. The Guarantor hereby irrevocably and absolutely waives all right of contribution, indemnification, reimbursement or similar rights against the Company with respect to the Guaranty, whether such rights arise under an express or implied contract or by operation of law, it being the intention of the Guarantor and the Company that the Guarantor will not be deemed to be a "creditor" (as defined in Section 101 of the U.S. Bankruptcy Code or any other applicable law) of the Company by reason of the existence of this Guaranty if the Company becomes a debtor in any proceeding under the U.S. Bankruptcy Code or any other applicable law.

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

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

The Guarantor hereby represents and warrants as follows:

3.1 Organization. The Guarantor is a [] duly organized, validly existing and in good standing under the laws of the state of [].

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

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

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

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

ARTICLE 4 - MISCELLANEOUS

4.1 Continuing Guaranty; Assignment. This Guaranty is a continuing guaranty and will (i) remain in full force and effect until all of the Guaranty Obligations have been satisfied, (ii) consistent with the terms hereof, apply to all Guaranteed Obligations whenever arising, (iii) be binding upon the Guarantor, its successors and assigns, and (iv) inure to the benefit of, and be enforceable by, the Beneficiary and its permitted assignees hereunder. The Guarantor may not assign or delegate its rights or obligations under this Guaranty without (x) the prior written consent of the Beneficiary, which consent may be withheld in the Beneficiary's sole discretion, and (y) a written assignment and assumption agreement in form and substance reasonably acceptable to the Beneficiary. Without prejudice to the survival of any of the other agreements of the Guarantor under this Guaranty, the agreements and obligations of the Guarantor contained in Section 4.4 (with respect to enforcement expenses) and the last sentence of Section 2.2(a) will survive the payment in full of the Guaranteed Obligations and all of the other amounts payable under this Guaranty.

4.2 Notices. All notices, requests, demands and other communications that are required or may be given under this Guaranty will be in writing and will be deemed to have been duly given when actually received if (a) personally delivered; (b) transmitted by facsimile, electronic or digital transmission method; or (c) if sent by certified or registered mail, return receipt requested. In each case notice will be sent:

(i) if to the Beneficiary:

[Company, address, c/o person]

(ii) if to the Guarantor:

[Company, address, c/o person]

or to such other place and with such other copies as the Beneficiary or the Guarantor may designate as to itself by written notice to the other pursuant to this Section 4.2. Delivery by facsimile or other electronic or digital method of an executed counterpart of a signature page to any amendment or waiver of any provision of this Guaranty will be effective as delivery of an original executed counterpart thereof.

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

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

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

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

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

(b) Each party hereto irrevocably and unconditionally (i) agrees that the exclusive jurisdiction for any suit, action or other legal proceeding arising out of this Guaranty will be brought in the United States District Court for the Northern District of Georgia or in any Georgia State court of general jurisdiction in Fulton County, Atlanta, Georgia; (ii) consents to the jurisdiction of any such court in any such suit, action or proceeding; and (iii) waives any objection that such party may have to the laying of venue of any such suit, action or proceeding in any such court.

(c) THE GUARANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO, THIS GUARANTY, OR THE ACTIONS OF THE BENEFICIARY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

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

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed and delivered under seal by its duly authorized representative as of the day and year first above written.

[Corporate Seal]

[Company]

Attest: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPENDIX D

FORM OF STANDBY LETTER OF CREDIT

[Bank Letterhead]

Date of issuance: _____, 20__

Irrevocable Standby Letter of Credit No.: _____

“Issuer”: _____

Address: _____

“Beneficiary”: _____

Address: _____

“Account Party”: _____

Address: _____

“Expiry Date”: _____, 20__, and any automatically extended date, as herein provided [(but in no event later than _____, 20__)]

“Total Amount”: _____ United States Dollars (U.S. \$ _____)

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

Funds under this Standby Letter of Credit are available to you on or before the Expiry Date against your sight draft drawn on us in the form attached as Annex 1 hereto, with appropriate insertions, and referring thereon to the number of this Standby Letter of Credit, accompanied by a completed certificate signed by a person purporting to be one of your officers or authorized representatives, in the form attached as Annex 2 hereto, with appropriate insertions.

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

Presentation of such drafts and such certificates will be made on any day that is a business day for us at or prior to 5:00 p.m. (Eastern Prevailing Time) at our office located at _____, Atlanta,

Georgia, or at any other office in Atlanta, Georgia or New York, New York, that is designated by us in a written notice delivered to you. If such sight draft and such certificate are received at any such office on or prior to the Expiry Date, we hereby agree with you that we will duly honor the same within two (2) business days of such presentation.

Drawings may also be presented to us by facsimile transmission to facsimile number [_____]. Beneficiary may contact the Issuer at [_____] to confirm receipt of the transmission. Beneficiary's failure to seek such a telephone confirmation does not affect the Issuer's obligation to honor such a presentation. If you present a facsimile drawing under this Letter of Credit, you do not need to present the original of any drawing documents and the facsimile transmission will constitute the operative drawing documents.

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

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

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

This Standby Letter of Credit sets forth in full the terms of our undertaking, and such undertaking may not be modified, annulled or amplified by reference to any other document, instrument or agreement referred to herein or in which this Standby Letter of Credit is referred or to which this Standby Letter of Credit relates, and any such reference may not be deemed to incorporate herein by reference any such document, instrument or agreement.

To the extent not contrary to the express terms hereof, this Standby Letter of Credit will be governed by the International Standby Practices (herein referred to as the "ISP98"). As to matters not governed by the ISP98, this Standby Letter of Credit will be governed by and construed in accordance with the laws of the state of Georgia.

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

[ISSUING BANK]

By: _____

Authorized Signature

ANNEX 1

FORM OF SIGHT DRAFT

[Insert Place], [Insert Date]

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

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

At Sight

Pay to the Order of [Name of Beneficiary]

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

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

[BENEFICIARY]

By: _____

Title: _____

ANNEX 2

FORM OF CERTIFICATE

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

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

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

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

or

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

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

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

[BENEFICIARY]

By: _____

Title: _____

ANNEX 3

INSTRUCTION TO ASSIGN IN ENTIRETY

_____, 20__

Re: Irrevocable Standby Letter of Credit No.

Gentlemen:

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

(Name of Assignee)
(Address)

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

By this assignment, all rights of the undersigned beneficiary in such Standby Letter of Credit are transferred to the assignee and the assignee will hereafter have the sole rights as beneficiary thereof.

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

Very truly yours

[Beneficiary]

By: _____

Title: _____

**APPENDIX E
ACCOUNT BALANCE**

For each Annual Period, the Account Balance amount and the Front Load Performance Security amount shall be as follows:

| Annual Period | Account Balance Amount |
|---------------|------------------------|
| | |

APPENDIX F

**CERTIFICATION OF WHETHER THE AGREEMENT
WILL REQUIRE DECONSOLIDATION BY QF
WITH RESPECT TO VARIABLE INTEREST ENTITY**

AGREEMENT – Standard Contract For The Purchase Of Firm Capacity And Energy From A Renewable Qualifying Facility Utilizing Proxy Methodology, dated _____, 20__, between Georgia Power Company (“Georgia Power”), and _____ (“QF”) (the “Agreement”). Capitalized terms used herein shall have the meaning assigned in the Agreement.

The undersigned individual, being the Chief Financial Officer of QF¹ and having responsibilities for financial accounting matters associated with the Agreement, hereby certifies that the Agreement WILL (_____) /WILL NOT (_____) require QF, at any time over the Agreement Term and based on U.S. Generally Accepting Accounting Principles in effect as of the date of this certificate, to deconsolidate on its books and records any assets, liabilities, cash flow, profits or losses of QF as a result of Georgia Power being determined to be the Primary Beneficiary. My determination of the most likely accounting treatment of this transaction results from my personal consideration after necessary discussions with relevant officers of Accounting Standards Codification (“ASC”) Topic 810, Consolidation, and the following factual matters:

- 1) QF’s accounting policies, procedures, and internal controls are sufficient to provide Georgia Power with an appropriate basis for confirming the information contained herein.

_____ Yes
_____ No (please explain)

Explain: _____

- 2) QF qualifies for one of the scope exceptions listed in paragraphs 810-10-15-12 and 810-10-15-17 of ASC Topic 810.

_____ Yes (please explain)
_____ No

Explain: _____

¹ If QF’s business structure does not designate an officer with this or a similar title, QF must provide written documentation affirming the authority of the individual who attests to this certification.

- 3) QF is financed with equity equal to or greater than ten percent (10%) of QF's total assets per paragraphs 810-10-25-45 to 47 of ASC Topic 810.

Yes
 No

- 4) The Agreement revenues correlate with fluctuations in QF's operating cash flows (operating expenses).

Yes (please explain)
 No

Explain: _____

- 5) The Agreement reduces variability in the fair value of QF's assets, for example by absorbing fuel or electricity price risk.

Yes (please explain)
 No

Explain: _____

- 6) The Agreement Term is for greater than 50% of the remaining economic life of the unit.

Yes
 No

- 7) The Agreement is for substantially all of the proposed Facility's productive output.

Yes
 No

- 8) Georgia Power and/or its affiliates participated significantly in the design or redesign of the Facility.

Yes
 No

9) The percentage that the Facility's fair value represents, of the fair value of the proposed QF's total assets, is approximately;

_____ %

10) The Facility is essentially the only source of payment for specified liabilities or specified other interest (there is specific debt associated with the Facility).

_____ Yes

_____ No

Confirmation

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

By: _____

Title: _____

Company: _____

Date: _____

APPENDIX G

CERTIFICATION AS TO CERTAIN FACTUAL STATEMENTS RELATED TO THE PROPOSED TRANSACTION WITH RESPECT TO FINANCE LEASE TREATMENT

(While completion of this certification is a requirement, the assertions herein are relevant only if a lease is identified in accordance with Accounting Standard Codification (“ASC”) Topic 842, Leases.)

AGREEMENT – Standard Contract For The Purchase Of Firm Capacity And Energy From A Renewable Qualifying Facility Utilizing Proxy Methodology, dated _____, 20__, between Georgia Power Company (“**Georgia Power**”) and _____ (“**QF**”) (the “**Agreement**”). Capitalized terms used herein will have the meaning assigned in the Agreement.

The undersigned individual, being the Chief Financial Officer¹ of _____ and **[having responsibilities/based on information I have received from individuals responsible]** for financial accounting matters arising from this Agreement, based on my personal consideration after necessary discussions with relevant officers of factual matters hereby certifies the following based on my understanding of ASC Topic 842, Leases.

1. The Agreement DOES (____)/DOES NOT (____) transfer ownership of the Facility at or by the end of the Agreement Term as described in paragraph 842-10-25-2(a) of ASC Topic 842.
2. The Agreement DOES (____)/DOES NOT (____) contain a purchase option for the Facility that is reasonably certain to be exercised as described in paragraph 842-10-25-2(b) of ASC Topic 842.
3. The Agreement Term IS (____)/IS NOT (____) equal to the major part or seventy-five percent (75%) or more of the estimated remaining economic life of the Facility offered as described in paragraph 842-10-25-2(c) of ASC Topic 842.
4. The present value of the minimum lease payments allocated to the Facility at the beginning of the Agreement Term IS (____)/IS NOT (____) greater than or equal to substantially all or ninety percent (90%) of the fair value of the Facility offered as described in paragraph 842-10-25-2(d) of ASC Topic 842.
5. The Facility IS (____)/IS NOT (____) of such a specialized nature that it is expected to have no alternative use to the lessor at the end of the Agreement Term as described in paragraph 842-10-25-2(e) of ASC Topic 842.

If I have responded in the affirmative to one or more of the above factual statements, I have attached a good faith statement of the dollar amounts that the Company would be required to capitalize and the residual value of the Facility at the end of the Term.

¹ If QF’s business structure does not designate an officer with this or a similar title, QF must provide written documentation affirming the authority of the individual who attests to this certification.

QF understands that Georgia Power will rely upon this certification, and that Georgia Power may require further documentation supporting this certification.

Confirmation

The above information (and any attachment) agrees with QF's records as of the date hereof.

By: _____

Title: _____

Company: _____

Date: _____

**APPENDIX H
PERFORMANCE TESTING PROCEDURES**

[To Be Developed By The Parties]

APPENDIX I

THE FACILITY; THE SITE

APPENDIX J

TECHNICAL LIMITS AND SCHEDULE PROCEDURES

[NOTE TO DRAFT: The following is based on one manufacturer’s recommendations. To the extent that bidders are proposing technology from another manufacturer, such bidder should propose values consistent with such other manufacturer’s recommendations.]

I. TECHNICAL LIMITS

A. General Requirements

The Facility shall be capable of meeting Georgia Power’s Schedules at all times during the Term following the Delivery Commencement Date, twenty-four (24) hours per Day, seven (7) Days per week. QF may propose modifications or changes to the Technical Limits based on specifications and recommendations, as modified from time to time, of the equipment manufacturers, provided that (1) any such modifications or changes that in Georgia Power’s sole judgment may adversely affect Georgia Power’s Scheduling flexibility (including without limitation, magnitude, duration and response time) under this Agreement shall be subject to the prior written approval of Georgia Power’s Operating Representative, and (2) in the event such changes limit Georgia Power’s Scheduling flexibility more than the limits as set forth below, QF shall make commercially reasonable efforts to minimize the effect of any such equipment manufacturer’s specifications or recommendations on QF’s ability to deliver energy in response to Georgia Power’s Schedules. The Parties shall develop procedures for the testing contemplated in Appendix J; provided, however, that reasonable demonstration of such capabilities from prior testing or operation may be used instead.

B. Minimum Capacity Limits / Full Capacity Output

Minimum output level shall be established at the level that the Facility is able to remain operationally stable and remain in compliance with permitted emissions limits (“Minimum Capacity”). The Facility is estimated to have a minimum output level of approximately [___ MW] and a maximum output level of [___ MW], subject to emissions limitations and ambient conditions.

C. Maximum Ramp Rates

Maximum ramp rates are as specified in the following table:

| | |
|---------------|-----------|
| Max Ramp Rate | MW/minute |
| Facility | |

D. Required Startup Notification

Facility start times are as specified in the following table:

| Start Classification (Off-line hours) | Start Time to Minimum (1) (hours) | Start Time to Full Load (1) (hours) |
|---|---|---|
| Hot (< 8 hours) | | |
| Warm (8 < hours < 48) | | |
| Cold (> 48 hours) | | |
| Winter Cold (2) (> 48 hours) | | |
| Notes: 1. Start Time equals time of notice. (QF shall provide Georgia Power with copies of results of any tests that demonstrate the ability of the Facility to meet the above start times.) 2. Winter cold applies when freeze mitigation actions have been taken by operator, provided that QF shall promptly notify Georgia Power prior to implementing any planned freeze mitigation actions and afford Georgia Power a reasonable opportunity to Schedule the Facility in lieu of implementing such freeze mitigation actions. | | |

II. SCHEDULE PROCEDURES

This Section II of Appendix J sets forth the procedures to be followed by Georgia Power and QF for notification and Scheduling the Facility when it is called for by Georgia Power. The procedures specified are subject to change upon mutual agreement of the Parties.

A. Notification Communication

1. Three Months prior to the Delivery Commencement Date, QF shall supply the Scheduling Center with the names of the personnel who can be called to Schedule energy. QF will provide Georgia Power a single phone number that will be answered twenty-four (24) hours a Day and corresponding fax number and email address. QF shall keep this information current.
2. Three Months prior to the Delivery Commencement Date, the Scheduling Center shall supply QF with the names of individuals to be contacted concerning availability of the Facility and energy Schedules. The Scheduling Center will provide QF with a single phone number that will be answered twenty-four (24) hours per Day and corresponding fax number and email address. The Scheduling Center shall keep this information current.

B. Scheduling and Notification Procedures

1. By 12:00 p.m. (noon) CPT of each Business Day, the Scheduling Center will contact QF if it anticipates submitting a Schedule for the next Business Day and any subsequent Days which are not Business Days (the period covered by such Schedule being referred to as a "Scheduling Period"). The Scheduling Center will provide a Schedule for each hour of the Scheduling Period in accordance with

Section 5.5. The Scheduling Center shall also provide a good faith, non-binding estimate for the next Scheduling Period. The Scheduling Center is not obligated to contact QF if it does not plan to submit a Schedule for a Scheduling Period.

2. On or before 1:30 p.m. CPT, QF shall inform the Scheduling Center if the Facility will be de-rated during the next Scheduling Period. QF shall provide an estimate of the time and degree to which the generation levels will be reduced. Unless due to the declaration of a Force Majeure Event, such QF notification does not preclude Georgia Power from requesting any amount of energy from the Facility or relieve QF of its obligation to deliver energy in accordance with any Scheduling Instructions.
3. QF shall promptly inform the Scheduling Center of any equipment problems or unplanned outages and the expected time and degree to which generation levels will be reduced. During Facility Outages, QF shall continue to keep Georgia Power informed as to the expected date when the Facility will be returned to service for dispatch.
4. Intra-Day Scheduling shall be permitted in accordance with the provisions of Section 5.5.

APPENDIX K

TRANSFER OF INFORMATION ACKNOWLEDGEMENT

_____ (“**QF**”) and Georgia Power Company (“**Georgia Power**”) have entered into that certain Standard Contract For The Purchase Of Firm Capacity And Energy From A Renewable Qualifying Facility Utilizing Proxy Methodology (“**Agreement**”), dated as of _____, 20___. The Agreement contemplates that certain information that could be considered to be non-public information that potentially has implications under the Federal Energy Regulatory Commission’s Standards of Conduct will be provided by QF to Georgia Power and/or Southern Company Services, Inc. as agent for the transmission owning subsidiaries of Southern Company (Alabama Power Company, Georgia Power Company, and Mississippi Power Company). QF acknowledges that such information is being provided for the purposes of operational implementation and administration of the Agreement (which includes conducting Georgia Power Company’s system operations and dispatch functions) and will be utilized by individuals in both Transmission/Distribution and energy affiliate/wholesale marketing unit functions under the Standards of Conduct.

The individuals within the Southern Company organizations indicated above may only use the information for the purpose of implementing and administering the Agreement (including conducting Georgia Power’s system operations and dispatch functions). QF understands that such information will not be used or disseminated in any manner contrary to the confidentiality provision(s) in the Agreement or in violation of the Federal Energy Regulatory Commission’s Standards of Conduct. QF’s provision of this information has not been and is not being provided in exchange for any preferential treatment, either operational or rate-related, by Southern Company Services, Inc. or by any of the transmission-owning subsidiaries of Southern Company. QF also acknowledges that QF is not providing the information under duress or coercion. In accordance with requirements of the Federal Energy Regulatory Commission, Southern Company Services, Inc. may post on OASIS the fact of QF’s consent to the provision of the information specified above to certain employees that may be employed within organizational units deemed to be energy affiliates/wholesale marketing units under the Standards of Conduct.

Acknowledged on behalf of QF:

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX L

EDITS FOR QF EXECUTING INTERCONNECTION AGREEMENT WITH ITS PARTICIPANT

A QF that intends to execute an interconnection agreement with an ITS Participant will execute a pro forma Proxy PPA that reflects the modifications below. These instructions convert the pro forma Proxy PPA that assumes a QF has or will execute a QF Interconnection Agreement with Georgia Power, to the pro forma Proxy PPA for a QF that has or will execute an interconnection agreement with an ITS Participant.

1. 4th WHEREAS statement on the preamble page – Replace to state: “WHEREAS, QF has entered a QF Interconnection Study Agreement and paid the required QF Interconnection Study Fee;”
2. 5th WHEREAS statement on the preamble page – Amend to remove “Georgia Power” and replace with “an ITS Participant”.
3. Section 1.64 - Replace the definition of “Georgia Power Electric System” to state – “means, for purposes of this Agreement, (i) the network of electric generation, transmission or distribution facilities owned by Georgia Power, and (ii) transmission facilities owned by the ITS Participants.”
4. Section 1.75 - Remove the definition of “Grid Emergency” in Section 1.75 in its entirety and replace with the term, “Reserved.”
5. Section 1.81 - Replace the definition of “Interconnection Facilities” to state – “means the specific additions or modifications (a) to the (i) transmission line and substation facilities owned by the applicable ITS Participant, and, if applicable (ii) transmission or distribution line and substation facilities owned by Georgia Power, and (b) that are necessary to provide interconnection service to the Facility.”
6. Section 1.83 (A) - After the definition of “Interest Rate” in Section 1.83, add a new Section 1.83 (A) and definition for “ITS Participant” to state – “means, for purposes of this Agreement, Georgia Transmission Corporation, MEAG Power, or Dalton Utilities, and excludes Georgia Power.”
7. Section 1.94 - Remove from the definition of “Metering System” the words, “owned by Georgia Power.”
8. Section 1.122 - Remove from the definition of “Point of Delivery” the words, “in accordance with the QF Interconnection Agreement.”
9. Section 1.131 - Amend the definition of “QF Interconnection Agreement” to replace “Georgia Power” with the name of the applicable ITS Participant.
10. Section 1.132 - Remove the definition of “QF Interconnection Costs” in its entirety and replace with the term, “Reserved.”
11. Section 1.133 - Replace the definition of “QF Interconnection Study” to state – “means the study(ies) to determine the Interconnection Facilities needed to interconnect the Facility to the Georgia Power Electric System.”
12. Section 1.134 - Replace the definition of “QF Interconnection Study Agreement” to state – “means an agreement for performance of a QF Interconnection Study.”
13. Section 5.4.2 - Remove in its entirety and replace with the term, “Reserved.”

- 14.** Section 5.4.3 - Revise to remove the words, “by the date that corresponds with the expiration of the QF Interconnection Study results” and add, “and provide a copy of the executed QF Interconnection Agreement to Georgia Power. The QF must execute the QF Interconnection Agreement by a date that permits the Facility to achieve Commercial Operation by or before the RCOD.”
- 15.** Section 5.5.2.11 - Remove the words, “pursuant to the QF Interconnection Agreement,” in two instances and change the term “Grid Emergency” to lower case “grid emergency.”
- 16.** Section 6.1 - Remove the words, “the QF Interconnection Agreement and” from the first sentence.
- 17.** Section 22.15 - Amend to refer to Appendices A through L.