



Georgia Power

**Georgia Power Company's
Distributed Generation
Customer-Connected Solar Program
Guidelines**

July 30, 2020

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Georgia Power Company's Distributed Generation Customer-Connected Solar Program Guidelines

July 30, 2020

I. Introduction

The Georgia Public Service Commission's ("**Commission**") Final Integrated Resource Plan Order issued in Docket No. 42310 requires Georgia Power to offer a 50-megawatt ("**MW**") Distributed Generation ("**DG**") customer-sited program. As approved by the Commission in Docket No. 43107, Georgia Power Company is pleased to announce this new 25-MW Customer-Connected Solar Program.

This 25-MW Customer-Connected Solar Program provides significant benefits to participating Customers. Specifically, Georgia Power will retire the renewable energy credits ("**RECs**") associated with a Customer's solar facility (the "**Facility**") on the participating Customer's behalf, allowing the Customer to claim the renewable benefits of the local solar energy generated on the Customer's Premises or on an adjacent contiguous tract of land utilized by the Customer. The Customer will be paid a fixed, long-term avoided cost price for the Solar Output from the Facility. Most importantly, this program gives a participating Customer adequate time to fully explore and vet the program requirements and benefits in order to get management and budget approval in the appropriate budgeting cycle.

Georgia Power's new Customer-Connected Solar Program will accept applications on a first come, first served basis, until the 25 MW AC portfolio is filled, or until January 2022, whichever comes first. In accordance with the Commission's Order in Docket No. 43107, if the CCSP 25 MW AC portfolio is not fully subscribed by January 2022, any remaining MW will roll into the second 25 MW customer-sited program, which is to be based on the Renewable Energy Development Initiative ("**REDI**") Customer-Sited DG Guidelines. This Customer-Connected Solar Program also allows a solar developer the opportunity to partner with Georgia Power Customers to jointly participate in this program with, and on behalf of, a Customer. By offering these specific customer-sited benefits, Georgia Power's Customer-Connected Solar Program directly responds to the requests made by customers who want solar generation sited on or near their Property.

This document (the "**Program Guidelines**") more fully describes this new Customer-Connected Solar Program and the Application process.

Unless otherwise defined herein, capitalized terms have the meanings found in **Attachment A**.

II. Eligibility and Facility Requirements

A. Participant Eligibility

An eligible Customer is a retail electric service customer of Georgia Power, as defined in Georgia Power's Rules and Regulations, and has one or more existing Georgia Power meter(s) on its Premises at least six months prior to applying for the program. The Customer must be an active holder of a Georgia Power Customer Account.

B. Customer-Connected Facility

An eligible Facility is (i) located on the Customer's Property (*i.e.*, on the Customer's Premises, or on land that shares a common border or intersection point with the Premises, as depicted in **Figure A1**), (ii) interconnected to the same Georgia Power Distribution Circuit as the Customer's existing meter, and (iii) can deliver energy to the same Georgia Power Distribution Circuit.

Georgia Power may reject an Application if the Facility is located near an airport or a railroad line, or similar properties that may prevent the Customer or Georgia Power from securing any required permits and easements within a reasonable time period for construction of the interconnection facilities.

Figure A1 below provides a graphic example of a Customer's Premises and Property that qualifies and fails to qualify as Customer-Connected.

A1- Graphic Example of Customer-Connected Eligible Parcels



*Blue = Customer's Premises (load); Green (✓) = Adjacent contiguous Property that qualifies as Customer-Connected; Yellow = Land that does not qualify as Customer-Connected property

C. Customer-Connected Facility Ownership/Lease

An eligible Customer either (i) owns the Facility, (ii) leases the Facility or (iii) procures the Solar Output from the Facility under a Solar Energy Procurement Agreement ("**SEPA**") pursuant to O.C.G.A. § 46-3-60, the "*Solar Power Free-Market Financing Act of 2015*," (the "**Solar Financing Act**"). The Customer may lease the Facility from any Person, including from a Solar Financing Agent as contemplated by the Solar Financing Act, or may procure the output from the Facility from a Solar Financing Agent.

If the Customer's Facility is located on Property that is not owned by the Customer or its Contractor, the Customer must submit the **Site Control Affidavit** included in **Attachment D**.

D. Contracting Party

An eligible Customer is the counterparty to the power purchase agreement ("**PPA**") and the interconnection agreement ("**IA**") for the term of the contracts (*i.e.*, both the named seller under the PPA, and the named generator under the IA).

E. Customer's Contractor

A Customer may choose to have its Contractor participate in this program on its behalf (e.g., manage the Customer's application and deliverables). An executed "**Customer Contractor Designation Form**," found in **Attachment E**, will allow Georgia Power to recognize the identified Contractor as a proxy for the Customer. Such Contractor may submit the Customer's application for participation, communicate and interact with Georgia Power on behalf of the Customer similar to an engineering, procurement and construction (EPC) contractor, throughout project development, testing, commissioning, and thereafter as authorized by the Customer. A Contractor may not execute the PPA or the IA on behalf of the Customer.

F. Facility Size

The Facility must be sized greater than 1 kW alternating current ("**AC**") and up to, and including 3 MW AC, subject to the Interconnection Limit, and must be less than or equal to 125% of the annual peak demand of the non-residential Customer's Premises for the preceding 12 months prior to the month of Application, as available. A residential Customer's Facility size is limited to 10 kW AC.

G. Interconnection Transformer Ownership

Each Applicant must indicate whether the Applicant elects for the Customer or Georgia Power to purchase, install and own the interconnection transformer. Once the election regarding transformer ownership is communicated to Georgia Power, such election will be binding in all respects. If Georgia Power owns the transformer, it may not be located inside the Facility's fence. If the Customer opts to own the transformer, it must be wye-grounded/wye-grounded for three-phase interconnection service.

H. Prior Program Participation and Future Program Updates

A Customer's participation in this program is limited if it has participated in a previous Georgia Power DG buy-all/sell-all program (e.g., the Advanced Solar Initiative (ASI), ASI-Prime or the REDI DG). If there is an existing solar generation facility associated with the Customer on the Property (whether under the same or a different Georgia Power Customer Account number), and the Customer desires to participate in this program, then the Customer's aggregate generation from the existing facility, and the generation from the proposed Facility cannot exceed 125% of the Customer's peak demand for the preceding 12 months prior to the month of Application.

While the program application period is open, the program pricing in Attachment B may be refreshed to reflect any increase or decrease in the Company's avoided cost. However, any pricing adjustment, or revisions to the terms and conditions of these Program Guidelines, or the pro forma PPA would only occur with Commission approval and following the Company's compliance filings of updated avoided cost projections in Dockets Nos. 4822 and 16573.

III. The Application Process

A. Pre-Application Offerings

1. Interconnection Guidance

Georgia Power offers optional interconnection guidance for renewable project developers and others, which may assist a Customer with evaluating siting options and identifying potential interconnection constraints. Additional information is available on the Georgia Power website. Requesting interconnection guidance is not a prerequisite for submitting an Application for this Customer-Connected Solar Program.

2. Program Conference

Prior to opening the application period, Georgia Power will host a Program Conference to review the program requirements with potential program participants via webinar. The Program Schedule, found in Section VI, provides the date of the Program Conference.

3. Frequently Asked Questions/Questions and Answers

Any interested participant may also ask Georgia Power questions concerning the Program Guidelines by submitting an inquiry through this Customer-Connected Solar Program website (the "**Program Website**"). If Georgia Power believes the question and response would be helpful to all participants in the program, it will be included in the Frequently Asked Questions ("**FAQ**") document posted on the Program Website. The FAQ document will be updated as needed.

B. Application Requirements and Process

1. Application Requirements

Only one Application may be submitted for any Georgia Power Customer Account. However, where multiple, unique Customers are located on a single parcel (such as a shopping center), more than one Application per parcel is permitted, provided each Customer is unique and each Facility has its own unique Point of Interconnection.

2. Lottery

Georgia Power accepts Applications on a first-come, first-served basis until (i) the 25 MW AC portfolio is filled, or (ii) January 1, 2022. If Georgia Power receives more than 25 MW AC in Applications within 30 Days after opening the application period, a lottery will be conducted through the application portal ("**PowerClerk**"), which will be overseen by the Commission staff ("**Staff**"). Thereafter, an Applicant will be notified if it has been successful in the lottery, and Applications will be processed in the order selected by the lottery.

3. Application Process

i. *Submission of Application and Payment of Application Fee*

The Application includes the submittal of (a) the Site Control Affidavit and Landowner Confirmation provided in **Attachment D** (or, if one affidavit is insufficient to address all applicable property, multiple Site Control Affidavits and Landowner Confirmations in the form of **Attachment D**, as applicable); (b) the sample Facility one-line diagram (following one of the six provided formats) from **Attachment C** that most closely describes the configuration of the Facility; (c) the transformer ownership selection as explained above, (d) all additional Customer and Facility information requested in PowerClerk as described in **Attachment C**; (e) a Site plan outlining the basic Facility design ("**Site Plan**") to be used by the Applicant and Georgia Power for the initial onsite evaluation of the project, and (f) the payment of a non-refundable Application Fee (\$250.00 for each residential Application; \$5,000 for each non-residential Application). In addition, a Customer desiring its designated Contractor to participate on its behalf must submit the executed Customer Contractor Designation Form, found in **Attachment E**.

Each Applicant must electronically submit all the Application information requested by PowerClerk and pay the non-refundable Application Fee before the Application will be accepted. Application Fees must be paid in cash through Wire Transfer in accordance with wiring instructions provided by Georgia Power. After the Application is submitted, the Applicant will receive an email acknowledgment from PowerClerk confirming receipt and providing the assigned project number

and instructions for the Wire Transfer of the Application Fee. Georgia Power will begin review of the completed Application after receipt of the Application Fee is confirmed.

ii. Initial Application Review and Payment of Interconnection Study Fee

Throughout the Application process, PowerClerk will reflect the ongoing status of each Application. If the Application is received before the 25 MW AC portfolio is filled, or is otherwise selected through a lottery, and if it adheres to all other program requirements, Georgia Power will request that the Customer pay a non-refundable Interconnection Study Fee of (a) \$10,000 for an Application for a Facility with a Facility Size greater than or equal to 250 kW, and (b) \$25/kW for an Application for a Facility with a Facility Size less than 250 kW. The Interconnection Study Fee applicable to a residential Application is capped at \$250.00.

iii. Project Interconnection Study and Easements

After the Applicant's payment of the Interconnection Study Fee is confirmed by Georgia Power, Georgia Power will begin the Interconnection Study for the Facility. As a result of the Interconnection Study, Georgia Power may request the Customer resize its Facility for safety, reliability or operational reasons prior to PPA execution.

In coordination with the Customer, Georgia Power will schedule a Site visit during which Georgia Power and Customer will determine the location of the Interconnection Facilities and the access route between the Facility and the Interconnection Facilities that will be available to Georgia Power throughout the Term (collectively, the "**Interconnection Facilities Site**" or "**ICF Site**"). After the Site visit, Georgia Power will create a plan that reflects the location of the to-be-constructed Interconnection Facilities in relation to the Facility Site (the "**Interconnection Facilities Site Plan**" or "**ICF Site Plan**"). Georgia Power will provide the ICF Site Plan to the Customer. After the Customer acknowledges the ICF Site Plan in PowerClerk, Georgia Power will begin work to get any appropriate easements, permits, or agreements for the Interconnection Facilities.

The Customer is responsible for obtaining any required easements on its Property up to the point of the change in ownership of the Interconnection Facilities. Georgia Power, with the cooperation of the Customer, is responsible for obtaining any required easements, permits or agreements from the point of change of ownership (beyond the primary meter) onward.

4. Duty to Notify Georgia Power of Issues Impacting Project Development

A Customer (or its Contractor) must promptly notify Georgia Power in writing of any issue, event or other development that has impacted, or would reasonably be expected to impact, the Customer, its Contractor, or the development, construction, or completion of the Facility.

5. Reasons to Reject an Application

Georgia Power may reject any Application if it fails to comply with the requirements of these Program Guidelines, and reserves the right, without qualification and in its sole discretion, to decline to execute a PPA with any Person. Each Applicant waives any recourse against the Company, its parent, or any of its affiliates, for either rejection of its Application(s) or for failure to execute a PPA for any reason.

An Application may be rejected for the following specific reasons:

- i. Failure to Respond or Comply with Deadlines.* An Application may be rejected if the Applicant fails to submit any information, make payments or otherwise provide to Georgia Power any required deliverables by the applicable deadline.
- ii. System Upgrades Beyond the Georgia Power Distribution Circuit.* An Application

may be rejected if the project would require upgrades or modifications beyond the Georgia Power Distribution Circuit or would require upgrades to any substation, transmission line, or upgrades of equipment on an adjacent distribution circuit of another electric service provider. An Application may be rejected if the Facility would be served from a Customer-owned substation. An Application may be rejected if the Facility will be interconnected to a Georgia Power Distribution Circuit that originates from a non-Georgia Power-owned substation and the Facility size, or the aggregate size of existing and new projects, equals or exceeds two MW AC, because the timeline for any required interconnection study is unknown and may exceed a reasonable timeline for interconnecting the Facility.

- iii. *Environmental Concerns.* An Application may be rejected if the siting and construction of a proposed Facility presents an environmental impact or risk that cannot be mitigated or overcome within a reasonable period, or potentially undermines the Company's environmental stewardship efforts.
- iv. *Applicant Actions Taken That Conflict with Company Policy or Undermine the Intent of the Program.* An Application may be rejected if an Applicant requests that the Company take any action that would conflict with Georgia Power's business policies and procedures, in which case the Company will not honor such request and will inform the Applicant of the conflict. An Application may also be rejected if actions taken by an Applicant undermines this Customer-Connected Solar Program, such as:
 - Using the Georgia Power name to convince or mislead a Customer to participate in the program, or otherwise indicating that Georgia Power is requesting that the Customer develop the project.
 - Using Georgia Power Customer Account information or submitting an Application to develop a project without the Customer's knowledge, informed consent, and approval.
 - Using the same Georgia Power Customer Account number for more than one Application.
 - Modifying the terms of the pro forma PPA (including Appendices), Interconnection Agreement, or any other required document submitted as part of this program prior to execution of such agreement.

6. Separate Payment of any Required Fees Required

For any payment due for any reason (*i.e.*, Application Fee, Success Fee, Interconnection Study Fee, etc.), the Applicant is required to identify and separately submit such payment for each Application. Any aggregated funds provided as payment of multiple fees or for multiple projects will be rejected by Georgia Power and the Applicant will be required to resubmit the payments separately, which will delay processing of the fees, and could result in the Applicant missing a required deadline and having the Application rejected. Any Application Fee, Interconnection Study Fee or Success Fee paid by Applicant is non-refundable.

7. Public Statements Concerning Environmental Qualities of the Facility

No Person may make a public statement regarding this Customer-Connected Facility and participation in this program that claims the renewable benefits (RECs) prior to a Customer executing a PPA with Georgia Power. Upon and after the Customer's execution of the PPA, only

the Customer and Georgia Power may make renewable claims concerning the Facility, and only within the parameters outlined in the pro forma PPA.

C. Success Fee; Contract Execution; Commission Approval and Process

1. Success Fee

To assist with covering the costs for this Customer-Connected Solar Program, each Applicant asked to execute a PPA and an IA must pay the Success Fee of either (i) a \$250 flat fee paid for a successful residential Application, or (ii) a \$5/kW fee paid for any other (non-residential) successful Application. Each successful Customer must pay the Success Fee at the time Customer uploads the partially executed PPA and IA to PowerClerk for Georgia Power's execution. Georgia Power will not execute the PPA or IA before the Customer pays the Success Fee in full.

2. Customer Agreement Execution

Georgia Power will send the PPA and the IA to each successful Applicant for Customer's execution. The Customer must promptly execute and return the PPA and IA to Georgia Power through PowerClerk. If the executed PPA and IA are not returned to Georgia Power within 30 Days, Georgia Power reserves the right to reject the Application unless a sufficient reason for delay is provided by the Customer and agreed to by Georgia Power.

3. Georgia Power Agreement Execution

Once the Customer executes and returns the PPA and the IA, Georgia Power will review and confirm that the PPA and IA are complete and satisfactory. Upon such confirmation, Georgia Power will countersign the PPA and the IA and return them to the Customer through PowerClerk. The effective date of each agreement will be the date on which Georgia Power executes such agreement (the "**Execution Date**").

4. Commission Approval Process

After the PPA is fully executed by the parties, Georgia Power will request certification of the PPA by the Commission. In the unlikely event the Commission fails to certify a PPA or certifies a PPA with modifications or conditions that are not acceptable to Georgia Power, Georgia Power will have the right to terminate the PPA upon written notice to Seller, provided that such notice is delivered to Seller no later than 15 Business Days after the effective date of the applicable Commission order. If the PPA is terminated pursuant to this provision, Georgia Power will also terminate the IA.

IV. Process to Achieve Commercial Operation Authorization

A. Interconnection Information

The Customer is responsible for payment of all Interconnection Costs. The IA will reflect the Interconnection Costs owed by the Customer to Georgia Power. The Customer must submit payment of Interconnection Costs within 30 Days after the Execution Date in accordance with the IA.

The Customer is responsible for complying with the Company's "*Distributed Generation Interconnection Construction Guidelines*" found on the Program Website.

As stated above, Georgia Power develops and provides to the Customer the ICF Site Plan that identifies the ICF Site and the required easements utilizing the Initial Site Plan submitted with the Application. After the Customer acknowledges the ICF Site Plan in PowerClerk, Georgia Power will begin procuring the necessary property rights for locating its Interconnection Facilities. Georgia Power will commence all other interconnection-related work after the Customer has executed the IA and has paid the Interconnection Costs. Georgia Power will not commence Initial Synchronization or otherwise interconnect the Facility to

the Georgia Power Distribution Circuit until after the Customer has fully paid Georgia Power for all Interconnection Costs incurred by Georgia Power.

B. Final Design Information

As soon as practicable, but no later than 90 Days prior to the Required Mechanical Completion Date (“**RMCD**”), all final facility documents (“**Final Facility Documents**”) required by Georgia Power for use in the construction and installation of its Interconnection Facilities must be uploaded to PowerClerk. Any delay in furnishing the Final Facility Documents to Georgia Power may result in delays in Georgia Power’s completion of its Interconnection Facilities and delay the interconnection of the Facility. **Customer may make no changes to the Final Facility Documents once submitted and accepted by Georgia Power.** Any errors identified by the Customer in the Final Facility Documents may result in Georgia Power assessing additional fees to the Customer if such error requires additional Interconnection Study or additional Interconnection Facilities and will delay interconnection of the Facility.

After the Customer submits the Final Facility Documents, Georgia Power will create a final project plan that overlays the Interconnection Facilities as represented in the ICF Site Plan and the Final Facility Documents (“**GPC Construction Print**”) and provide it to Customer. The Customer will be asked to acknowledge the GPC Construction Print in PowerClerk. The ICF Site Plan, the Final Facility Documents and the GPC Construction Print serve as the final Site design for the Project.

C. Mechanical Completion

The PPA sets forth the criteria for Mechanical Completion of the Facility. Mechanical Completion of the Facility must be achieved by the RMCD, which is a set number of Days following the PPA Execution Date. The RMCD is based on the number of Days needed for construction of the Facility as submitted by the Applicant. The RMCD may not exceed 210 Days following Georgia Power’s execution of the PPA.

The Mechanical Completion Certificate, found in **Appendix D** of the pro forma PPA, must be submitted when the Facility has achieved Mechanical Completion. Failure to achieve Mechanical Completion by the RMCD will result in Customer’s obligation to pay Delay Damages as further discussed in Section V(F). For the avoidance of doubt, the Facility’s achievement of Mechanical Completion and Georgia Power’s construction of the Interconnection Facilities are not intertwined. The obligations and achievement of the Facility’s milestone activities are separate from Georgia Power’s obligations and milestone activities related to interconnection. Therefore, if the Facility fails to achieve Mechanical Completion by the RMCD, the Customer incurs Delay Damages solely because the Facility failed to meet its own construction milestone schedule.

D. Initial Synchronization

The Facility must be ready for Initial Synchronization within 60 Days following Mechanical Completion pursuant to Section 8(c) of the PPA (the “**Required Notice Date for Initial Synchronization**”). After (1) Georgia Power completes construction of the Interconnection Facilities, and (2) the Customer submits the Initial Synchronization Request, Georgia Power and the Customer will jointly select a date and time for Initial Synchronization, Georgia Power must be given at least seven Days’ prior written notice of the date for Initial Synchronization. During commissioning of the Facility, if the period of Initial Synchronization exceeds seven consecutive Days, Georgia Power reserves the right to temporarily disconnect the Facility. If Georgia Power must re-energize its Interconnection Facilities, and it was the Customer’s action or inaction that required the Facility to be disconnected and de-energized, the Customer will be charged for Georgia Power’s return service trip cost. Failure to request Initial Synchronization by the Required Notice Date for Initial Synchronization will result in the Customer’s obligation to pay Delay Damages as further discussed in Section V(F).

E. Witness Testing and Commercial Operation Authorization

The Facility must successfully pass all testing in accordance with the Georgia Power Distribution Test Policy (“**Witness Testing**”) by no later than 120 Days after the original date of Initial Synchronization. Georgia Power and the Customer will jointly select the date and time of Witness Testing; provided, however, that Georgia Power (1) may schedule Witness Testing in the order of requests received and subject to availability of its resources, (2) require at least 10 Business Days prior notice to schedule Witness Testing, and (3) may not initiate an initial Witness Test in the month of December. If Witness Testing cannot take place immediately following Initial Synchronization, parallel operation of the Facility with the Georgia Power Distribution Circuit will be prevented until Witness Testing occurs. Georgia Power will grant Commercial Operation Authorization to the Customer within seven Business Days after the successful completion of Witness Testing. Failure to successfully complete Witness Testing within 120 Days following the date of Initial Synchronization is a Customer Event of Default under the PPA.

V. Overview of PPA Obligations

A. Pricing, Payment, and Term

Georgia Power will purchase 100% of the Solar Output produced from the Facility. The price paid to a Customer for the Solar Output generated by the Facility is based on the RCB Avoided Cost, and includes the Environmental Attributes, including RECs, as further described in Section V(B) below. A Customer will receive payment for any monthly Solar Output in the form of a bill credit to its Georgia Power Customer Account established for the Facility, which can roll over monthly up to a \$500 cap or for 12 consecutive months, whichever occurs first. Thereafter, Georgia Power will true-up any existing credit and issue a check to the Customer.

A Customer is paid the escalating prices for Solar Output found in **Attachment B**. The Term of the PPA may be for a period of 10, 15, 20, 25, or 30 Annual Periods, at the Customer’s option.

B. Renewable Energy Credits and Environmental Attributes

The Environmental Attributes, including the RECs, are bundled with the energy delivered from the Facility to the Point of Interconnection and are included in the price of Solar Output. The Environmental Attributes are the sole and exclusive property of Georgia Power, and Georgia Power will retire the RECs associated with the Solar Output for the benefit of the Customer.

The Customer, and its Contractor, if any, must comply with the provisions of the PPA with respect to Environmental Attributes. Customer may claim the energy from the Facility was generated from a renewable fuel source and may make public and marketing claims that the RECs produced by the Customer’s Facility were retired on the Customer’s behalf but still must obtain required approval from Georgia Power prior to any public statements concerning the Facility.

C. Interconnection

Each Facility must interconnect at a unique Point of Interconnection to a Georgia Power Distribution Circuit. The Customer is responsible for the proper synchronization of the Facility with the Georgia Power Distribution Circuit. Each Customer, and any Contractor, are responsible for determining all distribution-related rules, practices and policies with which the Customer must comply. The Customer, and any Contractor, must respond to any inquiry or request from Georgia Power related to the interconnection in a timely manner and no later than within the time period requested by Georgia Power.

Each IA will outline the expected time necessary to complete construction of the Interconnection Facilities for the project. Georgia Power cannot guarantee the completion of its Interconnection Facilities by a date certain or Initial Synchronization by a date certain because it is dependent upon the actions of the Customer, its Contractor, if any, and other resource factors. However, for the avoidance of doubt, the Customer cannot

incur Delay Damages for any unforeseen delay in Georgia Power's construction of the Interconnection Facilities. The Customer only incurs Delay Damages if it fails to meet its own Facility's construction schedule milestones, such as the Facility failing to achieve Mechanical Completion prior to the RMCD or the Customer or its Contractor, as applicable, failing to submit the Initial Synchronization Request prior to the Required Notice Date for Initial Synchronization.

D. Metering

The Facility must be separately metered. The IA requires the Customer to pay, among other costs for interconnection, an administrative fee of \$0.175/kW AC per month, up to \$250 per month. If the Facility Size is 250 kW AC or greater, the Customer must also pay an interval metering service charge per month as provided in the IA, which is currently set at \$110.

E. Georgia Power Account

The Customer must establish a Georgia Power account for identification, billing and payment purposes within 60 Days after the Execution Date of the PPA. The Customer's name on the Georgia Power account must be the same Customer name on the PPA and the IA for the Term of both the PPA and IA.

F. Delay Damages

The Customer will incur liquidated damages for delay if the Facility fails to achieve Mechanical Completion by the RMCD, or if the Customer (or its Contractor) fails to request Initial Synchronization by the Required Notice Date for Initial Synchronization. Georgia Power encourages each Customer to review Section 8(b) and 8(d) of the PPA for the details regarding Delay Damages and the associated posting of Eligible Collateral.

G. Performance Security and Eligible Collateral

If the Customer is not Creditworthy, the Customer must maintain Performance Security in the form of Eligible Collateral in the amount required in **Appendix C** of the PPA, which must be posted prior to the date of the Initial Synchronization Request. This requirement does not apply to a residential customer.

If Eligible Collateral is in the form of a Letter of Credit or a Customer Guaranty, the Customer must first submit the draft Letter of Credit or Customer Guaranty to Georgia Power for approval. Once approved, the Customer must deliver the Eligible Collateral to:

Georgia Power Company
C/O Southern Company
30 Ivan Allen Junior Boulevard, NW
BIN SC1407
Attn: Assistant Treasurer
Atlanta, GA 30308

A Customer may request to replace the form of its Eligible Collateral (cash, Letter of Credit, Customer Guaranty, as applicable) at any time during the Term of the PPA or IA; however, in order to compensate Georgia Power for the resources expended in assisting the Customer with the replacement process (*i.e.*, review and approval of replacement Eligible Collateral, processing of Eligible Collateral swap, participating in financial closing activities, etc.), a fee of \$2,500 per occurrence will be charged to the Customer.

H. Termination Damages

If Georgia Power terminates a PPA as a result of a Customer Event of Default, the Customer is liable for termination (liquidated) damages in the amount shown in Section 6 of **Appendix A** of the pro forma PPA corresponding to the year in which early termination occurs.

This provision does not apply to a residential customer.

I. Variable Interest Entity

Accounting and tax rules may require that the PPA be treated as a Variable Interest, and that the Customer be consolidated as a Variable Interest Entity (“**VIE**”) onto Georgia Power’s books. Georgia Power is unwilling to be subject to accounting or tax treatment that results from VIE status.

Georgia Power will not require a Customer to provide independent certification of VIE status with a submitted Application; provided, however, as provided in Section 15(i) of the pro forma PPA, (i) the Customer must warrant and covenant that during the Term, Georgia Power will not be subject to VIE treatment, nor deemed the Primary Beneficiary at any point during the Term, and (ii) in the event that the PPA causes Georgia Power to be deemed the Primary Beneficiary at any point during the Term, unless cured, such treatment will constitute a Customer Event of Default, giving rise to Georgia Power’s right to terminate the PPA. Georgia Power encourages the Customer to seek independent accounting advice prior to entering into the PPA to ensure its individual organizational structure will not result in VIE status.

This provision does not apply to a residential Customer.

J. Press Releases, Public Statements and Project Photographs

No Applicant, Customer, Contractor, nor any of their affiliates is permitted to issue any public statement, press release, internet/website/social media posting, or other publication concerning the Application or Facility without the content of such communication first being reviewed and agreed upon by Georgia Power before release to the public. The Applicant, Customer or Contractor may send its press release and public statement requests for Georgia Power’s review to G2GPCERG@southernco.com. Upon entering the PPA, the Customer must comply with the provisions of the PPA concerning any public statements about the Facility, including the RECs, and must ensure its Contractor, if any, also complies with these same provisions in the PPA.

At Georgia Power’s request, Customer must provide Georgia Power with photographs of the Facility or Site, which may be used by Georgia Power for verification of Customer’s compliance with this Program’s requirements, for informational purposes, or for promoting awareness of Georgia Power’s renewable programs.

K. Environmental Compliance

Due to the potential impact of renewable generation when constructed in or around sensitive environmental or cultural areas, an Applicant may need to conduct additional review, mitigation and permitting activity prior to developing a Site. Georgia Power conducts its own environmental reviews in conjunction with its interconnection and easement work and expects that each Applicant will perform due diligence concerning protection of the natural habitat and other environmental features at the Site. Accordingly, by submitting an Application in response to this program, the Applicant is acknowledging (i) understanding of and compliance with the legal environmental standards and requirements respecting the Site, (ii) agreement to conduct necessary due diligence, acquire permits, and construct the Site in compliance with all federal, state, and local laws pertaining to environmental protection, and (iii) that Customer will mitigate environmental impacts, if any, as required under applicable federal and state law, for the Term of the PPA. As stated above, Georgia Power reserves the right to reject an Application if the siting and construction of a proposed Facility presents unacceptable environmental impacts or risk.

L. Qualifying Facility

The Customer is responsible for ensuring the Facility is considered a Qualifying Facility (“**QF**”) within the meaning of Section 292.101(b)(1) of the regulations promulgated under the Public Utility Regulatory Policies Act (“**PURPA**”) 18. C.F.R. Subpart C, Section 292. Any sales by the Customer to Georgia Power

under this Customer-Connected Solar Program will be deemed to be in accordance with the obligations of PURPA. If the Facility is sized 1 MW or larger, the Customer is responsible for ensuring the Facility is certified and in good standing as a QF throughout the Term of the PPA with the Federal Energy Regulatory Commission. If at any time during the Term of the PPA or IA the Facility fails to maintain its QF status with FERC, it is a Customer Event of Default and can subject the PPA and IA to early termination. A Customer may find more information concerning PURPA and the process for becoming a QF, including the submission of the Form 556, at the following website: <https://www.ferc.gov>

VI. The Program Schedule

The Program Schedule is provided below. Georgia Power reserves the right to revise the schedule, as necessary. Throughout the program, the most current Program Schedule is available on the Program Website.

PROGRAM SCHEDULE*	
ACTIVITY	DATE
Program Conference (Webinar)	July 22, 2020
Application Period Begins	July 30, 2020]
Lottery Conducted If Necessary	August 31, 2020
Application Period Ends	January 2022 (or when full)

*Any change to the Program Schedule dates will be posted on the Program Website

VII. Attachments

ATTACHMENTS	NAME
A	Program Guidelines Definitions
B	Escalating Price Schedule
C	Application Deliverables
D	Form Site Control Affidavit and Landowner Confirmation
E	Customer Contractor Designation Form
F	Pro Forma PPA
G	Form of Standby Letter of Credit
H	Form of Guaranty

Attachment A
Program Guidelines Definitions

- “**AC**” means alternating current.
- “**Annual Period**” means any one of a succession of consecutive 12-month periods, the first of which will begin on the first Day of the month following the Facility’s obtaining Commercial Operation Authorization under the PPA.
- “**Applicant**” means a Person, who may be either the Customer or its authorized Contractor, who submits an Application into this program.
- “**Application**” means the application providing all required information and requesting the opportunity to sell all the Solar Output from the Facility to Georgia Power as part of this program.
- “**Application Fee**” means the non-refundable \$250.00 fee required for each residential Application and the non-refundable \$5,000 fee required for each non-residential Application.
- “**Application Period**” means the time period during which a potential Applicant may submit an Application.
- “**Business Day**” means any Day excluding Saturday and Sunday and excluding any Day on which banking institutions in Atlanta, Georgia are closed because of a federal holiday.
- “**Commercial Operation Authorization**” means Georgia Power’s written notice to the Customer that the Facility can commence commercial operation.
- “**Commission**” means the Georgia Public Service Commission.
- “**Company**” means Georgia Power Company.
- “**Contractor**” means a Solar Financing Agent, as defined by the Solar Financing Act, as well any authorized Person, such as an engineering, procurement and construction (EPC) contractor, designated by the Customer as indicated by an executed Customer Contractor Designation Form found in **Attachment E**.
- “**Creditworthy**” or “**Creditworthiness**” means a Person (a) with an investment grade rating from two of the three Rating Agencies such that its senior unsecured debt (or issuer rating if such Person has no senior unsecured debt rating) is rated at least (i) BBB- by S&P, if rated by S&P, (ii) Baa3 by Moody’s, if rated by Moody’s, and (iii) BBB- by Fitch, if rated by Fitch, respectively, and (b) has satisfactory and verifiable creditworthiness determined in Georgia Power’s sole discretion.
- “**Customer**” means a retail electric service customer of Georgia Power Company, as defined in Georgia Power’s Rules and Regulations, who is eligible to participate in this program and who is the counterparty executing a PPA and IA with Georgia Power for a Facility selected to participate in this program.
- “**Customer-Connected**” means a customer-sited Facility (a) located on the Customer’s Property (as depicted on **Figure A1**), (b) interconnected to the same Georgia Power Distribution Circuit as the Customer’s existing meter, and (iii) can deliver energy to the same Georgia Power Distribution Circuit.

- **“Customer Guaranty”** means a guaranty, in the form of **Attachment H**, from a guarantor who is acceptable to Georgia Power and who is Creditworthy, to secure the Customer’s obligations under the guaranty, which provides for payment to Georgia Power upon demand.
- **“Day(s)”** means a calendar day.
- **“DC”** means direct current.
- **“Distributed Generation”** or **“DG”** means projects with generating capacity sized greater than 1 kW but less than or equal to 3 MW AC that interconnect to the Georgia Power Distribution System.
- **“Eligible Collateral”** means, as applicable, (i) cash deposited into a Security Account or as otherwise deposited with Georgia Power as the parties may agree, (ii) a Letter of Credit, or (iii) a Customer Guaranty.
- **“Environmental Attributes”** means (i) any and all fuel-related, emissions-related, air quality-related or other environmental-related aspects, claims, characteristics, benefits, credits, reductions, offsets, savings, allowances, efficiencies, certificates, tags, attributes, demand reductions or similar products or rights (including all of those relating to greenhouse gases and all green certificates, green tags, renewable certificates and renewable energy credits, CO2 credits, emissions reduction credits and all those that otherwise arise or result from the generation of energy from the Facility, and all those arising or resulting from the existence of the Facility) (a) howsoever titled and whether known or unknown, (b) whether existing as of the PPA Execution Date or at any time during the Term, and (c) whether such Environmental Attributes have been certified or verified under any renewable standard, including all those that could qualify or do qualify for application toward compliance with any local, state, federal or international renewable energy portfolio standard, green pricing program, renewable energy program, carbon reduction or greenhouse gas reduction initiative, electricity savings program, or other environmental program, incentive, mandate or objective, in each case whether voluntary or mandatory, and (ii) any environmental benefit Georgia Power otherwise would have realized from or related to the Facility if Georgia Power rather than the Customer or its Contractor had constructed, owned or operated the Facility. Environmental Attributes do not include production, energy or investment tax credits.
- **“Execution Date”** means the date on which Georgia Power executes the PPA, or IA, as applicable.
- **“Facility”** means the distributed generation solar facility as described in **Appendix A** of the pro forma PPA, owned or leased by Customer, including all equipment and facilities installed on the Customer’s side of the Point of Interconnection.
- **“Facility Size”** means the Facility’s installed AC capacity.
- **“FERC”** means the Federal Energy Regulatory Commission.
- **“Final Facility Documents”** means the final Facility documents required by Georgia Power for use in the construction and installation of its Interconnection Facilities (including the final Facility one-line diagram, Site plan, and panel and inverter specifications), which are not subject to substantively change in any material way..
- **“Force Majeure Event”** means any occurrence, non-occurrence or set of circumstances that is beyond the reasonable control of such Party, is not reasonably foreseeable, and is not caused by such Party’s negligence, inaction, lack of due diligence, breach of the PPA, or failure to follow prudent industry practices, and as additionally defined in the PPA.

- **“Georgia Power Customer Account”** means a retail electric service account held by an existing Customer with an existing meter on the Premises as of six months prior to the Application submittal.
- **“Georgia Power Distribution Circuit”** means a Georgia Power-owned circuit operating at greater than 1 kV but less than 34.5 kV, existing and serving customers as of six months prior to the Application submittal excluding facilities, equipment or other devices inside a substation.
- **“Georgia Power Distribution Test Policy”** means Georgia Power Company’s distributed generation witness testing guidelines for solar facilities.
- **“GPC Construction Print”** means the final project plan that overlays the Interconnection Facilities as represented in the ICF Site Plan and the Final Facility Documents provided to Customer, and acknowledged by the Customer in PowerClerk, which serve as the final Site design for the Project.
- **“Initial Synchronization”** means Georgia Power’s energization of its Interconnection Facilities to allow trial parallel operation of the Facility, including export of test electric energy to the designated Georgia Power Distribution Circuit for no more than seven consecutive Days.
- **“Initial Synchronization Request”** means the Customer’s written notice to Georgia Power informing Georgia Power that the Facility is ready for, and the Customer requests, Initial Synchronization.
- **“Interconnection Agreement”** or **“IA”** means the Interconnection Agreement by and between the Customer and Georgia Power containing terms and conditions governing the interconnection and parallel operation of the Facility with the Georgia Power Distribution Circuit.
- **“Interconnection Costs”** means all costs and expenses (including overheads) arising in connection with the technical review, design, procurement, construction, and installation of facilities required for the interconnection of the Facility to the Georgia Power Distribution Circuit and ongoing maintenance of such interconnection facilities (including costs associated with obtaining property or property rights required for interconnection, such as easements).
- **“Interconnection Facilities”** means all Georgia Power facilities and equipment installed or modified by or for Georgia Power up to the change of ownership location designated in the ICF Site Plan and GPC Construction Print and that, in Georgia Power’s reasonable judgment, are necessary for interconnection service and for the Facility’s receipt of electric service.
- **“Interconnection Limit”** means the maximum AC output (kW) specified in Appendix A of the PPA and in Exhibit A of the Interconnection Agreement.
- **“Interconnection Study”** means the technical analyses of the impact of parallel operation of the Facility on the safety and reliability of the Georgia Power Distribution Circuit and the Georgia Integrated Transmission System (ITS) including determination of, and engineering, design and estimation of, the cost to construct Georgia Power Interconnection Facilities and any electric system upgrades.
- **“Interconnection Study Fee”** means a non-refundable fee paid by Applicant to Georgia Power in the amount of (a) \$10,000 for an Application for a Facility with a Facility Size greater than or equal to 250 kW, and (b) \$25/kW for an Application for a Facility with a Facility Size less than 250 kW.
- **“Interconnection Facilities Site”** or **“ICF Site”** means the real property acceptable to Georgia Power where Interconnection Facilities will be located and specifically including the access route between the Facility and the Interconnection Facilities that is acceptable to Georgia Power and will be available to Georgia Power throughout the Term of the PPA.

- **“Interconnection Facilities Site Plan”** or **“ICF Site Plan”** means the Site Plan created by Georgia Power at the Site visit that reflects the location of the to-be-constructed Interconnection Facilities and provided to the Customer in PowerClerk.
- **“kW”** means kilowatt.
- **“kWh”** means kilowatt-hour in alternating current.
- **“Letter of Credit”** means an irrevocable standby letter of credit, substantially in the form of **Attachment G**, that is (i) is issued by a U.S. commercial bank or a U.S. branch of a foreign bank with total assets of at least ten billion dollars (\$10,000,000,000) and having a general long-term senior unsecured debt rating of A minus or higher as rated by S&P, or A3 or higher as rated by Moody’s, or A minus or higher as rated by Fitch, and (ii) is otherwise acceptable to Georgia Power in Georgia Power’s sole discretion.
- **“Mechanical Completion”** means and will be deemed to have occurred upon the satisfaction of the following criteria and conditions: (i) the Customer (including through its Contractor) has completed the assembly, construction and installation of the Facility and the Facility is mechanically, electrically and functionally complete and sound, including that all wiring, controls, instruments, relays, and safety systems are installed and capable of operation; and (ii) the Facility has passed an electrical inspection (as evidenced by an inspection certificate) by either the appropriate city or county inspection authority or a licensed electrician or registered professional engineer if there is no inspecting authority; and (iii) the Customer has obtained, or has ensured its Contractor has obtained, any and all other governmental approvals required for the operation of the Facility; (iv) the Facility otherwise is ready for Initial Synchronization; and (v) the Customer has submitted to Georgia Power the Mechanical Completion Certificate, found in **Appendix D** of the pro forma PPA.
- **“MW”** means megawatt.
- **“Performance Security”** means the obligation to post Eligible Collateral pursuant to the PPA.
- **“Person”** means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or governmental authority.
- **“Point of Interconnection”** or **“POI”** means the unique physical point at which the Facility is interconnected to the Georgia Power Distribution Circuit, in accordance with the Interconnection Agreement, where the Customer delivers energy and Georgia Power purchases energy generated from the Facility pursuant to the PPA.
- **“PowerClerk”** means an online Application and project management portal used in this program.
- **“Power Purchase Agreement”** or **“PPA”** means the Distributed Generation Customer-Connected Solar Program Power Purchase Agreement to be entered into by Georgia Power and successful Customers in this program, in the form of **Attachment F**.
- **“Premises”** means a building, structure, or facility to which electricity is being furnished, provided that two or more buildings, structures or facilities that are located on one tract or contiguous tracts of land and are utilized by one electric consumer will together constitute one Premises; provided, however, that any such building, structure, or facility will not, together with any other building, structure, or facility, constitute one Premises if the permanent service to it is separately metered and the charges for such service are calculated independently of charges for service to any other

building, structure, or facility; provided, further, that any outdoor security light, or any outdoor sign requirement less than 2200 watts, will not constitute a Premises.

- **“Program Guidelines”** means the entirety of this document, including each Attachment, outlining the rules, guidelines, process, expectations and obligations of this Customer-Connected Solar Program.
- **“Program Schedule”** means the schedule of activities and filings to be made in support of this Customer-Connected Solar Program.
- **“Program Website”** means the website found at [*will be Georgia Power webpage*].
- **“Property”** means the tract of land on which a Premises is located, together with all adjacent contiguous tracts of land utilized by the same retail electric customer.
- **“PURPA”** means the Public Utility Regulatory Policies Act.
- **“Qualifying Facility”** or **“QF”** has the meaning assigned in Section 292.101(b)(1) of the regulations promulgated under the PURPA, 18 C.F.R. Subpart C, Section 292.
- **“Rating Agency”** or **“Rating Agencies”** means the rating entities of Standards & Poors, Moody’s, or Fitch.
- **“Renewable Cost Benefit Avoided Cost”** or **“RCB Avoided Cost”** means Georgia Power’s avoided cost as calculated in compliance with the Renewable Cost Benefit Framework.
- **“Renewable Cost Benefit Framework”** means the comprehensive framework for determining an objective assessment of the costs and benefits of renewable resources on the Southern Company electric system to be used by Georgia Power for the purposes of future program design, resource evaluations, and payment calculations that was approved by the Commission in Georgia Power’s 2019 Integrated Resource Plan in Docket No. 42310, as revised by the Company’s January 21, 2020 compliance filing.
- **“Renewable Energy Credits”** or **“RECs”** means any and all credits, including any emissions reduction credits, such as CO2 emission reduction credits, for renewable energy that could qualify or do qualify for application toward compliance with any local, state, federal or international renewable energy portfolio standard, green pricing program or other renewable energy or environmental mandate or objective.
- **“Required Mechanical Completion Date”** means the date identified in the PPA, which is a mutually agreed date that occurs after the Execution Date of the PPA and by which date the Facility must achieve Mechanical Completion.
- **“Required Notice Date for Initial Synchronization”** means the date that is 60 Days following Mechanical Completion and by which date the Facility must be ready for, and the Customer must request, Initial Synchronization.
- **“Solar Energy Purchase Agreement”** or **“SEPA”** means any agreement, lease, or other arrangement under which a solar financing agent finances the installation, operation, or both of solar technology in which the payments are based on the performance and output of the solar technology installed on the Property.

- **“Solar Financing Agent”** means any Person, including an electric service provider and an affiliate, whose business includes the leasing, financing, or installation of solar technology, as contemplated by the Solar Financing Act.
- **“Site”** means the physical location where the Facility described in the Application will be located as described in the PPA and identified in **Appendix A** to the PPA.
- **“Solar Output”** means the energy, and all the associated Environmental Attributes (including RECs), electrical products, and capacity, produced by and associated with the Facility.
- **“Staff”** means a staff member of the Georgia Public Service Commission.
- **“Success Fee”** means, with respect to the Customer awarded a PPA and IA for execution, either (i) the \$250 flat fee paid for a successful residential Application, or (ii) the \$5/kW fee paid for any other (non-residential) successful Application.
- **“Term”** means the duration of the PPA (10, 15, 20, 25, or 30-years) selected by the Customer and reflected in **Appendix A** of the pro forma PPA.
- **“Witness Testing”** means all required testing of the Facility in accordance with the Georgia Power Distribution Test Policy.

Attachment B

ESCALATING PRICE SCHEDULE

All values in cents/kWh

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

All values in cents/kWh

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

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

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

Attachment C Application Deliverables

The Application form posted on PowerClerk will require the Customer to complete certain data fields and to supply Facility and Customer information as outlined in these Program Guidelines. The following provides a guide for the types of information that will be requested and required in PowerClerk on the Application form.

Each Applicant must acknowledge or supply the following information, as applicable and appropriate:

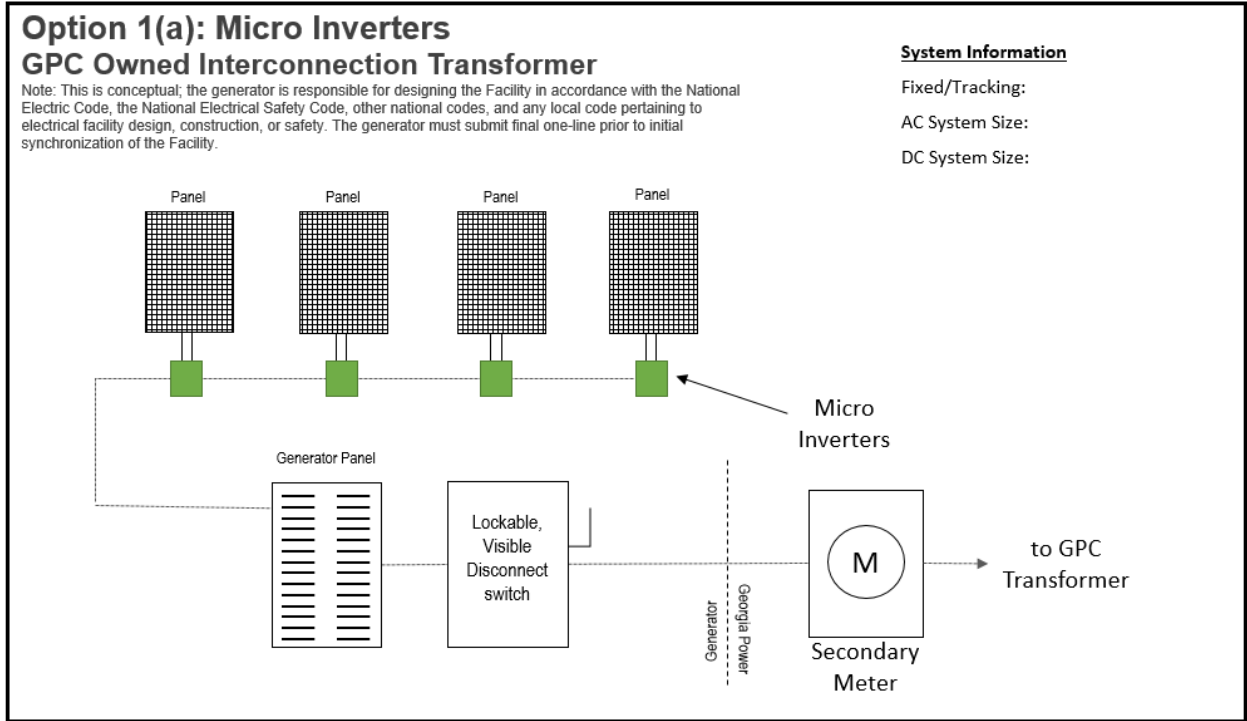
1. Georgia Power Customer Information
 - Customer Name (as listed on Georgia Power Customer Account)
 - Existing Customer Account Number
 - Meter Number corresponding with existing Customer Account Number
 - Previous participation in a Georgia Power non-Behind the Meter DG renewable program
 - Customer business entity information
2. Applicant Information (if different from Customer)
 - Notice Party Information for IA and PPA
3. Interconnection Guidance Request (Y/N)
4. Facility Information
 - Identification of Contractor
 - Customer participation in a Solar Energy Procurement Agreement (SEPA) (Y/N)
 - Proposed Facility name
 - Maximum AC/DC generating capacity (in kW)
 - Facility Premises information
 - Land parcel identification numbers associated with the Facility
 - Facility location information
 - PPA and IA Term selection in Annual Periods
 - Estimated projected annual production (in kW)
 - Expected number of Days needed for construction of the Facility
5. Customer Contractor Designee information
6. Technical Specifications
 - PV model technology type
 - PV orientation, tracking, and expected degradation information
 - Inverter information (phase, load limiting and curtailing ability)
 - Total harmonic distortion
 - Proposed POI Latitude and Longitude
 - Interconnection Transformer ownership selection
7. Required Documents Upload
 - Site Control Affidavit and Landowner Confirmation (Attachment D)
 - Customer Contractor Designation Form (Attachment E)
 - Preliminary Site Plan
 - Facility Construction Timeline
 - PV Specification Sheet
 - Inverter Specification Sheet
 - Facility One-Line Diagram
 - One Customer Account Bill from the last 12 months
8. Acknowledgement of CCSP Program Requirements

Before the Application will be accepted and reviewed, the Customer must submit payment of the non-refundable Application Fee.

Sample Facility One-Line Diagrams

Each Applicant must identify which of the six sample Facility one-line diagrams below that most closely describes the configuration of the Facility as part of the Application. An Applicant may submit an alternative sample Facility one-line diagram other than one of the samples found in **Attachment C**, however, it must have at least the same level of detail as the samples in **Attachment C** and must be approved by Georgia Power. The submitted sample Facility one-line diagram, once approved by Georgia Power, will be binding upon Applicant as the basis for the final Facility one-line diagram that the Customer will submit in accordance with Section III(B)(3). Once Applicant submits a sample Facility one-line diagram, it is not subject to material modification. Georgia Power will rely on the sample Facility one-line diagram submitted by Applicant in the review and approval of the Application.

All configurations are for buy-all, sell-all, separately metered Facilities and not for “behind the meter” solar units.

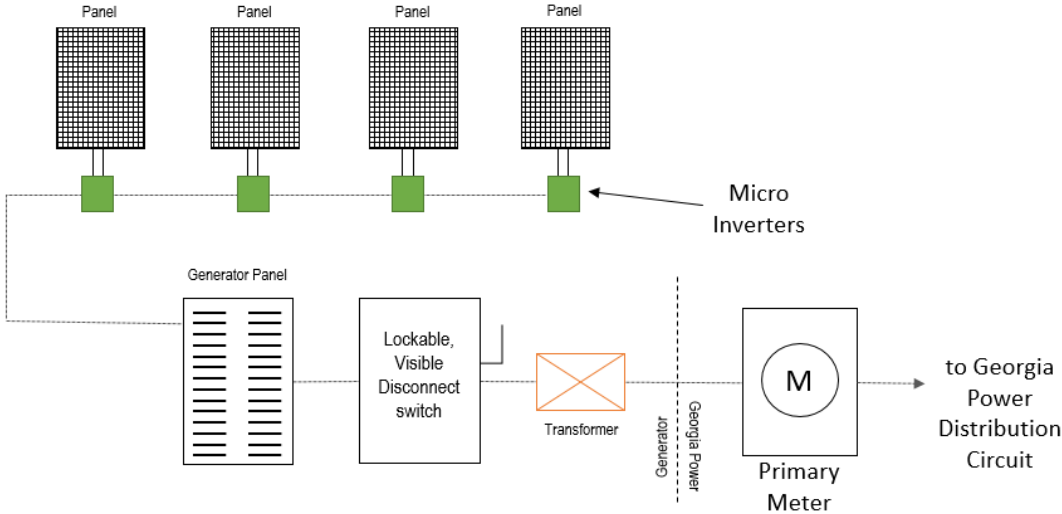


Option 1(b): Micro Inverters
Generator Interconnection Transformer

Note: This is conceptual; the generator is responsible for designing the Facility in accordance with the National Electric Code, the National Electrical Safety Code, other national codes, and any local code pertaining to electrical facility design, construction, or safety. The generator must submit final one-line prior to initial synchronization of the Facility.

System Information

Fixed/Tracking:
 AC System Size:
 DC System Size:

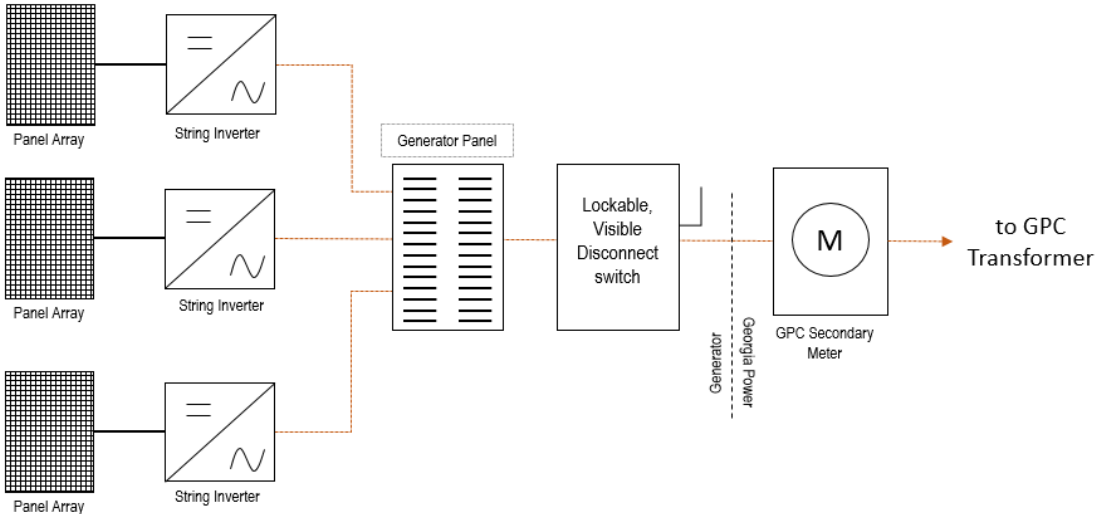


Option 2(a): String Inverters
GPC Owned Interconnection Transformer

Note: This is conceptual; the generator is responsible for designing the Facility in accordance with the National Electric Code, the National Electrical Safety Code, other national codes, and any local code pertaining to electrical facility design, construction, or safety. The generator must submit final one-line prior to initial synchronization of the Facility.

System Information

Fixed/Tracking:
 AC System Size:
 DC System Size:

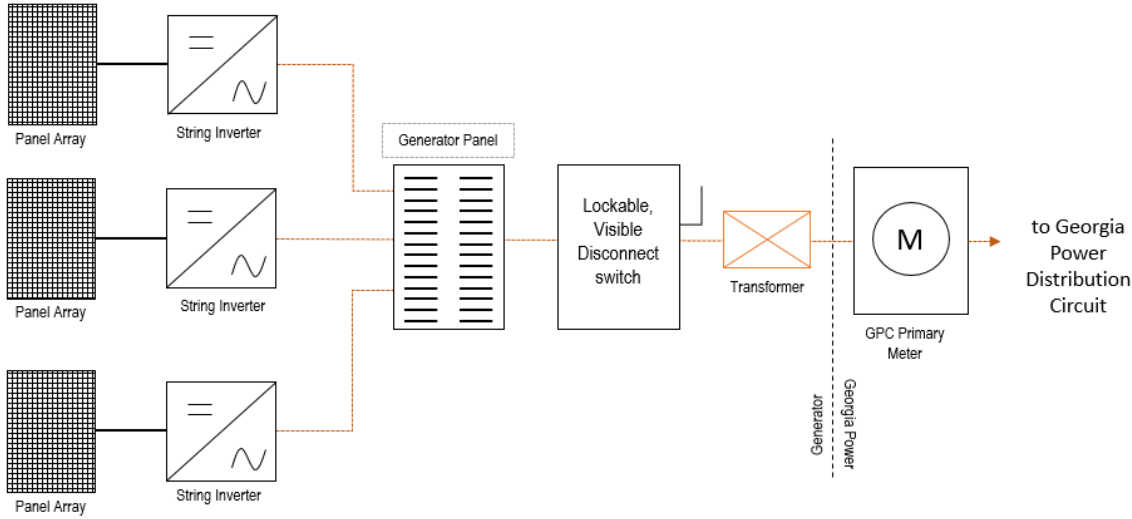


Option 2(b): String Inverters
Generator Interconnection Transformer

Note: This is conceptual; the generator is responsible for designing the Facility in accordance with the National Electric Code, the National Electrical Safety Code, other national codes, and any local code pertaining to electrical facility design, construction, or safety. The generator must submit final one-line prior to initial synchronization of the Facility.

System Information

Fixed/Tracking:
 AC System Size:
 DC System Size:

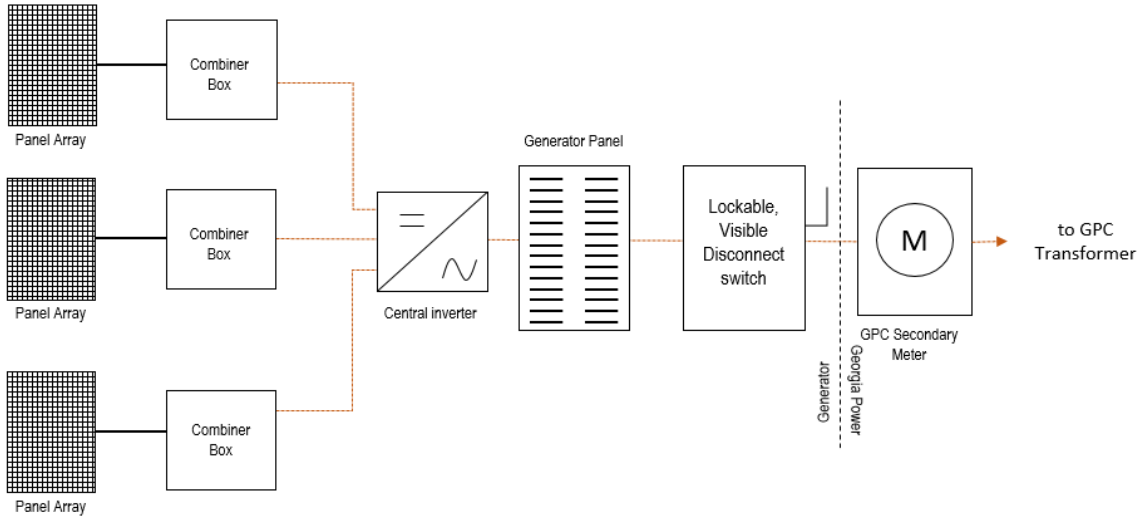


Option 3(a): Central Inverter(s)
GPC Owned Interconnection Transformer

Note: This is conceptual; the generator is responsible for designing the Facility in accordance with the National Electric Code, the National Electrical Safety Code, other national codes, and any local code pertaining to electrical facility design, construction, or safety. The generator must submit final one-line prior to initial synchronization of the Facility.

System Information

Fixed/Tracking:
 AC System Size:
 DC System Size:

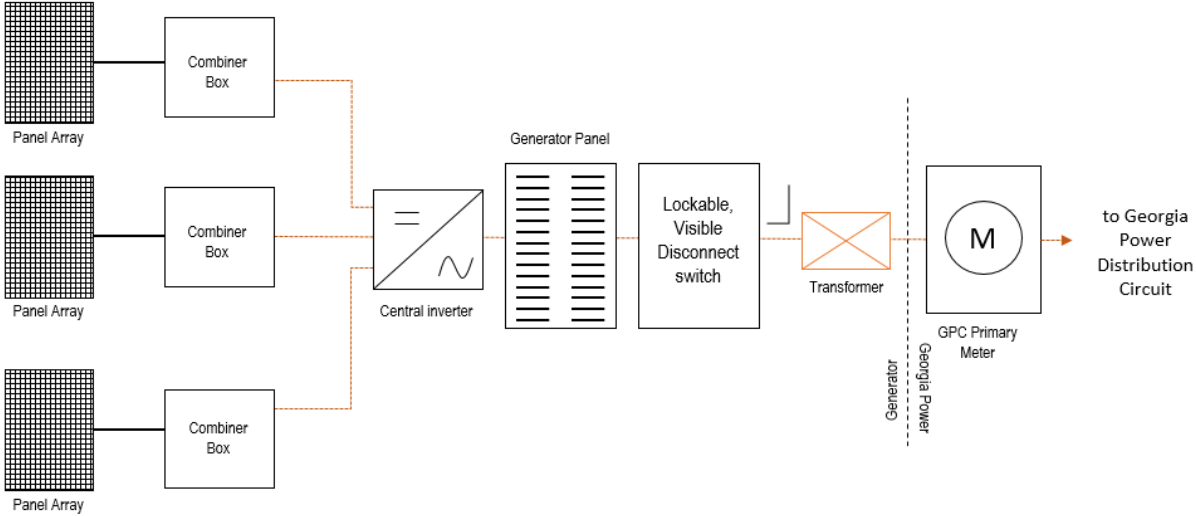


Option 3(b): Central Inverter(s) Generator Interconnection Transformer

Note: This is conceptual; the generator is responsible for designing the Facility in accordance with the National Electric Code, the National Electrical Safety Code, other national codes, and any local code pertaining to electrical facility design, construction, or safety. The generator must submit final one-line prior to initial synchronization of the Facility.

System Information

Fixed/Tracking:
AC Maximum System Size:
DC Maximum System Size:



Attachment D
Form Site Control Affidavit and Landowner Confirmation
[Insert Applicant's Letterhead]
[Insert Date]

Georgia Power Company
Bin No. 10172
241 Ralph McGill Blvd NE
Atlanta, Georgia 30308

Subject: Georgia Power Company's Distributed Generation Customer-Connected Solar Program –
Site Control
[GPC-XXXXX]

Ladies and Gentlemen:

In accordance with the provisions of Georgia Power's Distributed Generation Customer-Connected Solar Program, *[Insert Applicant's full legal name]*, a *[Insert Applicant's form of entity and state of organization or leave blank if residential customer]* ("**Applicant**") submits this Affidavit in support of Application [GPC-XXXXX] on its own behalf, and on behalf of the counterparty ("**Customer**") that will execute the Distributed Generation Customer-Connected Program Solar Power Purchase Agreement ("**PPA**"). Applicant hereby represents, warrants or covenants that:

1. The Facility described in the Application will be located at *[Insert parcel number and GPS coordinates of the Site]* ("**Site**"). Unless indicated below, the Interconnection Facilities Site will be on the same Property and all references to "Site" below include both the Facility Site and the ICF Site.
 - Site includes ICF Site
 - ICF Site is separate and a separate Site Control Affidavit for ICF Site is attached (using this RFP Attachment D template, revised to address ICF Site only).
2. Applicant or Customer, as applicable, has obtained control of the Site in the form specified below ("**Site Control**"). Applicant or Customer: **[check one]**
 - (a) Owns the Site (evidenced by a deed recorded in the county property records).
 - (b) Leases the Site or holds an option to lease the Site pursuant to a solar energy purchase agreement ("**SEPA**") between Customer and the owner or lessor of the Site.
 - (c) Leases the Site (pursuant to a current binding written agreement, excluding a SEPA, between Customer and the owner or lessor of the Site).
 - (d) Holds an option to purchase the Site (pursuant to a current binding written agreement, excluding a SEPA, between Customer and the owner of the Site).
 - (e) Holds an option to lease the Site (pursuant to a current binding written option agreement, excluding a SEPA, with the owner or lessor of the Site).
 - (f) Holds a current binding easement or license from the owner or lessor of the Site that grants Applicant or Customer express rights to construct, install, operate, maintain and repair the Facility/Interconnection Facilities, as applicable, at the Site.

If Applicant or Customer has Site Control pursuant to 2(b) through 2(f) above, the Applicant submits page 3 of this Affidavit, executed by the owner/ground lessor of the Site ("Landowner") confirming Site Control.

3. The above-selected Site Control is free and clear of any lien, right, contract, or other encumbrance that would prevent, limit, or otherwise impede or impair the construction, installation, or commissioning of the Facility/Interconnection Facilities, as applicable, or the operation, maintenance or repair of the same during the term of the PPA.
4. To the extent not otherwise addressed in Paragraph 2 above, Applicant or Customer is or will be the holder of each and every right-of-way grant, easement or similar instrument(s) necessary for access to the Site, or otherwise to enable the construction, installation, and commissioning of the Facility/Interconnection Facilities, as applicable, and the operation, maintenance and repair of the Facility during the term of the PPA.
5. The Site is adequate for the Facility and lawfully zoned for the Facility, or if not already appropriately zoned, Applicant or Customer agrees to obtain appropriate zoning or required special use permit prior to Customer's execution of the PPA;
6. Applicant will promptly notify Georgia Power in writing of any change in the status of Site Control;
7. Upon request, Applicant will provide to Georgia Power a copy of all documents necessary to demonstrate satisfactory legal evidence of Site Control, including the SEPA, lease, deed, option, or easement, as applicable, comprising the Site Control noted above; and
8. Applicant provides below any information currently known regarding land preparation and regarding any environmental, permitting, legal, regulatory, or other matter that might affect Applicant's ability to provide to Georgia Power all necessary property rights.

Applicant does solemnly swear or affirm, under penalty of perjury, that the information Applicant has provided in this Affidavit is based on Applicant's own personal knowledge and is true, complete and correct and that Applicant is authorized to submit this Affidavit on behalf of the above listed project.

[Insert Applicant's full legal name]

By: _____

Name Printed: _____

Title: _____

Date: _____

On this _____ day of _____, 20____, before me appeared *[Insert Applicant's full legal name]*, the person who signed this Site Control Affidavit in my presence and who swore or affirmed that he/she understood the document and freely declared it to be truthful.

Official Signature of the Notary

State of _____ County of _____

Official Seal of the Notary

Landowner Confirmation

If Applicant or Customer has Site Control pursuant to Section 2(b) through 2(f) above, the owner/ground lessor of the Site ("**Landowner**") confirms each of the following by signing below:

1. Subject only to the rights of Customer, Landowner is in undisputed and peaceful possession of the Site. Without limiting the foregoing, there is no tenant, lessee, or any other person or entity in possession of or entitled to possession of any portion of the Site other than Customer and Landowner.
2. Landowner has not entered into, and will not enter into, any contract, including a sales agreement, lease, or option that may affect Customer's Site Control during the stated term of the PPA.
3. The construction, operation or maintenance of the Facility does not violate or breach any agreement entered into by Landowner, including, without limitation, any lease or ground lease (if applicable), or any other recorded or unrecorded agreement affecting the Site.
4. Landowner grants to Georgia Power a license to enter upon the Site to access, inspect and monitor all portions of the Facility/Interconnection Facilities, as applicable and to install, operate and maintain remote monitoring equipment and communication facilities related to safety, power quality, interconnection requirements and to ensure system reliability. This license will be irrevocable during the term of the PPA.

[Insert Landowner's full legal name]

[Insert Landowner's form of entity and state of registration (if applicable)]

By: _____

Name Printed: _____

Title: _____

Date: _____

Attachment E
Customer Contractor Designation Form

[Insert Customer's Letterhead]

[Insert Date]

Georgia Power Company
Bin No. 10172
241 Ralph McGill Blvd NE
Atlanta, Georgia 30308

Subject: Georgia Power Company's Customer-Connected Solar Program – Customer Contractor Designation Form
[GPC-XXXXX]

Ladies and Gentlemen:

In accordance with the provisions of Georgia Power's Customer-Connected Solar Program, *[Insert Customer's full legal name]*, the ("**Customer**"), submits this Customer Contractor Designation Form to designate *[Insert designated contractors full legal name]* as its authorized contractor ("**Contractor**") for purposes of participating in the Customer-Connected Solar Program.

Customer confirms each of the following by signing below:

1. Customer is the holder of the Georgia Power Customer Account being used in this Solicitation.
2. Customer confirms that it has selected Contractor as its representative in the Customer-Connected Solar Program.
3. Customer expressly permits Contractor to submit the Application for consideration by Georgia Power, and agrees that if such Application is selected for participation, the Contractor may proceed through the Application process as Customer's authorized representative.
4. Customer acknowledges that the Customer will be the counterparty to the PPA and Interconnection Agreement, and Customer must ensure its Contractor complies with the provisions of these agreements.
5. Customer agrees that all energy payment/credits will be paid directly to the Customer through its new solar Georgia Power Account Number.
6. Customer agrees that Georgia Power may share any necessary Customer information with its authorized Contractor to assist Customer and Contractor with its participation in this program. Customer agrees to allow Contractor and any of its identified subcontractors to access Customer and project data included in PowerClerk.

*[Insert Customer's full legal name]**
[Insert Customer's form of entity and state of registration (if applicable)]

By: _____

Name Printed: _____

Title: _____

Date: _____

[The Customer executing the Customer Contractor Designation Form must already be an "authorized person" on the Georgia Power Customer Account. Such authorized Customer must contact Georgia Power's customer care center at 1-888-655-5888 (commercial account) or 1-888-660-5890 (residential account) to add another "authorized person" to the Customer account.]*

Attachment F
Pro Forma Agreement

(Found as a separate document posted to the Program Website)

Attachment G
FORM OF STANDBY LETTER OF CREDIT

[Bank Letterhead]

Date of issuance: _____, 20__

Irrevocable Standby Letter of Credit No: _____

“Issuer”:
Address: _____

“Beneficiary”:
Address: Georgia Power Company
C/O Southern Company
30 Ivan Allen Junior Boulevard, NW
BIN SC1407
Attn: Assistant Treasurer
Atlanta, GA 30308

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, in support of liabilities and obligations of the Account Party to you.

Funds under this Standby Letter of Credit are available to you on or before the Expiry Date by presentation of your demand signed by one of your officers or authorized representatives, and delivered to us in substantially the form attached as Annex 1 hereto and referring thereon to the number and date of this Standby Letter of Credit, accompanied by a written and completed certificate signed by a person purporting to be one of your officers or authorized representatives, in the form attached as Annex 2 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. It is a condition of this Standby Letter of Credit that the Expiry Date will be deemed automatically extended without amendment for a period of one year from the present or any future Expiry Date, unless we notify you not less than ninety (90) days prior to any such date, in accordance with the notice provisions set forth herein, that we have elected not to extend the Expiry Date for such additional period.

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

facsimile or electronic transmission may not occur until we are presented with the original Standby Letter of Credit.

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

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

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

This Standby Letter of Credit is transferable and can be successively transferred to any transferee that Beneficiary states in writing to us has succeeded such Beneficiary under this Letter of Credit; provided that such transfer to such transferee is in compliance with applicable U.S. laws and regulations. Transfer of this Standby Letter of Credit to any transferee will be effected by the presentation to us of this Standby Letter of Credit accompanied by a certificate in the form attached as Annex 3 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.

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

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

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

[ISSUING BANK]

By: _____

Authorized Signature

ANNEX 1

FORM OF SIGHT DRAFT

[Insert Place], [Insert Date]

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

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

At Sight

Pay to the Order of [Name of Beneficiary]

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

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

[BENEFICIARY]

By: _____

Title: _____

ANNEX 2

FORM OF CERTIFICATE

Re: [Insert Name of Agreement] dated _____, 20__ (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 provisions of the Agreement, Beneficiary is entitled to demand payment under the Standby Letter of Credit in the amount of the sight draft accompanying this certificate.

or

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

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

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

[BENEFICIARY]

By: _____

Title: _____

ANNEX 3

FORM OF INSTRUCTION TO ASSIGN IN ENTIRETY

_____, 20__

Re: Irrevocable Standby Letter of Credit No.

Ladies and Gentlemen:

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

(Name of Assignee)

(Address)

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

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

The Account Party will be responsible for all fees and expenses related to this assignment.

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

Very truly yours

[Beneficiary]

By: _____

Title: _____

**Attachment H
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] [GPC-XXXX] 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, if the Company is not Creditworthy, the Company must maintain Performance Security and comply with the provisions of Appendix E of the Agreement;

WHEREAS, the Guarantor qualifies as a Customer 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 Customer from time to time pursuant to **Appendix C** and **Appendix E** 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 and performed 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: