

ELECTRIC SERVICE TARIFF:



**CURTAILABLE LOAD
RIDER SCHEDULE: "CL-1"**

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AVAILABILITY:

Available throughout the Company's service area from existing lines of adequate capacity.

APPLICABILITY:

This schedule is applicable to qualifying Commercial and Industrial customers who agree to provide, upon the Company's request, at least 200 kW of demand reduction. Participating customers must enter a written Curtailable Load (CL) Customer Agreement with the Company. Fixed Pricing Alternative (FPA), Electric Arc Furnace (EAF), Demand Plus Energy Credit (DPEC), DER Demand Response Credit (DRC), and Time of Use – Supplier Choice (TOU-SC) customers are not eligible for this schedule unless subject to a customer-specific minimum billing requirement as referenced in Rule A.1 of the Company's Rules and Regulations.

CL will be offered periodically, as determined by the Company, to eligible customers.

TYPE OF SERVICE:

Three phase, 60 hertz, at a standard voltage.

DESCRIPTION:

This schedule allows participating customers to earn credits on their electric bill in exchange for reducing electric demand during periods of extreme supply and demand conditions, such conditions defined as a Demand Response Event. The Company will notify the customer at least 30 minutes prior to each time the customer must provide demand reductions under this schedule.

DETERMINATION OF FIRM DEMAND LEVEL, TYPICAL ELECTRIC DEMAND, AND CREDITS:

The customer and the Company will agree on the customer's Firm Demand Level (FDL) in kilowatts. The customer's measured demand cannot exceed the FDL during a Demand Response Event. The potential demand reduction will equal the difference in the Typical Electric Demand (TED) and the FDL. The TED represents the customer's total load shape over the course of a year based on the electricity consumption pattern and level agreed to by the customer and Georgia Power. For Real Time Pricing (RTP) customers, the TED is based on the CBL and the FDL must be lower than the CBL.

The customer's FDL will be established in a separate CL Customer Agreement between the customer and the Company. Monthly credits will be paid to the customer based on the product of the demand credit and the capacity equivalence. The demand credit will be 75% of the capacity value provided over the life of the contract and identified in the CL Customer Agreement. The capacity equivalence will be based on the potential demand reduction provided during projected periods of extreme supply and demand conditions for the specific number of continuous demand response hours per event and maximum hours of demand reduction per year as agreed to by the customer and the Company in the required CL Customer Agreement. The potential demand reduction will be updated annually to account for changes in the customer's TED.

The FDL may be adjusted at any time by mutual agreement of the customer and the Company.

Credits will begin once the customer achieves normal load operations as defined in the CL Customer Agreement.

DEMONSTRATIONS:

The customer will be required to demonstrate the ability to achieve their contracted FDL on an annual basis unless the customer has fully complied with a curtailment in the most recent calendar year. If the customer is unable to successfully achieve the contracted FDL during its annual demonstration, the customer may be subject to the Compliance Incentive.

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COMPLIANCE INCENTIVE AND TERMINATION FEE:

If (i) the customer fails to comply with the terms and conditions of this schedule or the CL Customer Agreement, or (ii) the customer does not comply to the FDL during a Demand Response Event or demonstration, then the Company may (a) enforce the compliance incentive, or (b) terminate service under this schedule. If the Company or customer terminates service under this schedule, the termination fee may be enforced.

The compliance incentive will be determined by the Company based upon the demand response value lost by the Company. A settlement of the customer's total annual compliance incentive will be completed at the end of the October through September period each year.

The termination fee includes immediate suspension of future monthly credits under this schedule and the customer will be billed for the difference in the net present value of credits paid to the customer and the demand response value received from the customer since the effective date of the CL Customer Agreement. Additionally, the termination fee may include a replacement cost equal to the Company's capacity price forecast for the next sixty (60) months multiplied by the anticipated demand reduction.

For customers that terminate their electric service contract and permanently close their operations, the termination fee may be waived, and credit payments suspended, at the sole discretion of the Company.

ADMINISTRATIVE CHARGE:

Customers participating under this schedule will be billed an administrative charge of \$120.00 per month. If additional metering or other equipment is required, the equipment and its installation must be paid for by the customer in addition to the administrative charge.

LIMITS ON DEMAND REDUCTION:

Customers participating under this schedule will contract with the Company to provide a specific number of continuous demand response hours per event and maximum hours of demand reduction per year as agreed to by the customer and the Company in the required CL Customer Agreement.

TERM OF SERVICE:

The CL Customer Agreement will be based on a 6-year term of service. The CL Customer Agreement will be automatically renewed at the beginning of every calendar year as a new 6-year term of service and may be declined by either party. Renewals will reflect an updated demand credit and be communicated to the customer by June 1. If the Company elects to decline a renewal, the Company will notify the customer by June 1 and the remainder of the existing agreement will be honored. If the customer elects to decline a renewal, the customer will notify the Company by June 30 and honor the remainder of their existing agreement before being able to request a new CL Customer Agreement.

GENERAL TERMS & CONDITIONS:

The charges and payments calculated under this schedule are subject to change in such an amount as may be amended and approved by the Georgia Public Service Commission (PSC). The Company reserves the right to terminate service under this schedule and to terminate any related agreement, without penalty or further obligation of Company, if (i) CL is discontinued with the approval of the PSC, (ii) the participating customer fails to meet any obligations or requirements under CL or the related CL Customer Agreement, or (iii) where termination is otherwise consistent with the Georgia Power Company Rules and Regulations for Electric Service.

The credit calculated under this schedule is subject to change in such an amount as may be approved and/or amended by the PSC under the provisions of applicable riders and other schedules.

Customers subject to minimum billing requirements pursuant to General Rule A.1 will be governed by the terms and conditions included in those customer specific CL Agreements. The CL agreements for customers with minimum bill requirements under General Rule A.1 will be filed with the PSC. Service hereunder is subject to the Rules and Regulations for Electric Service on file with the PSC.