

Exhibit B – FORM Solar For Schools Agreement

This Solar for Schools Agreement (Agreement) is entered into between the Parties listed herein on the date of execution by each Party for the purpose of developing and operating an electric generating facility solely utilizing solar technology that seeks to comply with and deliver energy pursuant to Mississippi Power Company's Solar for Schools, Rate Schedule "SFS". Generally, unless otherwise specified herein, capitalized terms used throughout this document are as defined in the Commission's Mississippi Distributed Generation Rule and Mississippi Distributed Generator Interconnection Rule or the Solar for Schools Standard PPA.

Generator:
Representative:
Address:
Phone:
Email:

School District:
Representative:
Address:
Phone:
Email:

The Solar for School facility subject to this Agreement (the "Facility") is expected to have the following characteristics:

Total System Capacity (kW-DC):
Estimated Initial Delivery Date:

The Facility is anticipated to be located at a site associated with one of the following Interconnection Request Queue Numbers:

By execution of this Agreement, the Parties have agreed to the following terms and conditions in addition to those contained in Rate Schedule "SFS":

1. The Monthly Energy Payment (MEP) to be paid by Mississippi Power pursuant to the terms and conditions of Rate Schedule "SFS" and the Standard PPA related to the Facility shall be split between Generator and School District pursuant to one of the two options selected below:
 - OPTION 1: The MEP shall be split according to the following percentage each month: School District's Share _____% (rounded to nearest \$0.01). Generator's Share shall equal 100% minus School District's Share above.
 - OPTION 2: The MEP shall first be paid to School District up to the portion of each MEP that corresponds to _____ ¢/kWh times the total kWh of energy delivered by the Facility that month. The remainder, if any, of the MEP shall be paid to Generator each month.
2. Both Parties have reviewed and acknowledge the terms of Mississippi Power's Rate Schedule "SFS". **SCHOOL DISTRICT EXPRESSLY ACKNOWLEDGES AND AGREES THAT DURING THE TERM OF THIS AGREEMENT THE SCHOOL DISTRICT IS FORECLOSED FROM ANY ADDITIONAL PARTICIPATION IN MISSISSIPPI POWER'S SOLAR FOR SCHOOLS PROGRAM WHETHER WITH THE SAME OR A DIFFERENT GENERATOR AND DISQUALIFIES SCHOOL DISTRICT FOR SERVICE UNDER THE COMPANY'S RENM, CSPP AND CPE RATE SCHEDULES FOR ANY ELECTRIC GENERATING FACILITIES INSTALLED AFTER THE EFFECTIVE DATE OF RATE SCHEDULE SFS.**
3. In the event that the Commission or another Governmental Authority takes any action, including imposition of a rule, regulation, order or other requirement, which limits, in any way, Mississippi Power's right to full cost recovery of the MEP under the Standard PPA, then without further action, the pricing under the Standard PPA shall be modified to reflect Mississippi Power's Basic Avoided Energy Cost.
4. School District acknowledges Generator is required to construct the Facility such that the nameplate direct current capacity of the Facility shall not exceed the lesser of (1) 110% of the

highest aggregate annual peak demand (average kW during the fifteen-minute period of greatest use) measured from all of the School District's meters served by Mississippi Power in the calendar year preceding the year of submittal of the interconnection request; or (2) 3 MW. This Agreement is null and void in the event the final, installed capacity of Solar for School facility exceeds nameplate direct current capacity above.

5. The Initial Delivery Date may vary based on actual construction schedules; provided, however, the Facility shall fulfill the Initial Delivery Criteria on or before the Required Commercial Operation Date, as such Required Commercial Operation Date may be modified by the terms of the Standard PPA and/or Interconnection Agreement. Generator will provide School District regular periodic construction updates and provide notice of full satisfaction of the Initial Deliver Criteria and the commencement of Commercial Operation.
6. The Generator will sell all energy and related products, including Renewable Energy Credits (RECs) generated by the Facility, to Mississippi Power, pursuant to the Standard PPA. School District hereby waives any claims to the energy and related products, including RECs, generated by the Facility, and all parties agree to facilitate the transfer of any RECs associated with the Facility to Mississippi Power. An effective transfer of RECs will require that the Generator and School District agree not to claim as their own any renewable properties or other benefits or attributes associated with all energy generated by the Facility and sold to Mississippi Power or that they consumed the solar power generated, consistent with the Federal Trade Commission guidance on renewable energy claims.
7. School District understands that the energy delivered from the Facility will be variable and dependent on issues such as normal weather conditions, equipment outages, curtailments or other interruptions on the Mississippi Power distribution or electric transmission system, and events of Force Majeure (as defined in the Standard PPA). As such, the MEP may vary from month to month. In addition, Mississippi Power may retroactively adjust amounts of energy deliveries and the corresponding amount of the MEP due to meter malfunctions or inaccuracies.
8. Pursuant to Section 6.102 of the Mississippi Distributed Generation Rule, the School District participating in this Solar For Schools program are admonished to treat any savings or revenues as supplementing, not supplanting, school budgets related to educational expenses and investments focused on the classroom, such as classroom supplies.
9. Generator may terminate this Agreement at any time prior to execution of an Interconnection Agreement upon providing written notice to both the School District and Mississippi Power. This Agreement shall terminate on its own terms upon the occurrence of one of the following: (i) the Generator's interconnection request for the Facility is withdrawn or rejected for any reason; (ii) the executed Interconnection Agreement for the Facility expires or terminates for any reason; or (iii) the executed Standard PPA for the Facility expires or terminates for any reason.
10. The Term of this Agreement shall be twenty-five (25) years, unless terminated early by the Generator or School District pursuant to this Agreement. **SCHOOL DISTRICT ACKNOWLEDGES THAT AN EARLY TERMINATION OF THIS AGREEMENT BY EITHER PARTY COULD RESULT IN AN INABILITY TO PARTICIPATE IN THE SOLAR FOR SCHOOLS PROGRAM TO THE EXTENT THE 3% CAPACITY CAP HAS BEEN MET OR EXCEEDED AS OF THE DATE OF TERMINATION.**
11. School District represents and warrants to Generator that it has the legal authority to execute this Agreement and that it has taken all actions required to authorize and be bound by this Agreement. **THIS SOLAR FOR SCHOOLS AGREEMENT INCLUDES ONLY THOSE TERMS AND CONDITIONS NECESSARY FOR MISSISSIPPI POWER'S MANAGEMENT OF THE PROGRAM AND SCHOOL DISTRICT EXPRESSLY ACKNOWLEDGES THAT CERTAIN RISKS INHERENT IN ENERGY DEVELOPMENT ARE NOT ADDRESSED BY THIS AGREEMENT AND THAT THE SCHOOL DISTRICT AND GENERATOR ARE FREE TO NEGOTIATE AND EXECUTE ANY ADDITIONAL CONTRACTS OR AGREEMENTS DEEMED NECESSARY OR APPROPRIATE IN THEIR DISCRETION.**

12. School District authorizes Generator to submit this Agreement to Mississippi Power to demonstrate satisfaction of a condition of Rate Schedule SFS.
13. Generator's right to assign this SFS Agreement to a third-party shall match the rights of assignment provided to Generator in the Standard PPA.
14. This Agreement shall be governed by the laws of the State of Mississippi.

GENERATOR:

SCHOOL DISTRICT:

By: _____

By: _____

Date: _____

Date: _____